



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 2/23/2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contracts.

Bid/Contract No: # 44-024

Contract Name: Commercial Real Estate Brokerage Services

Department(s) Requesting Contract: Administration

Vendor Name:

- (1) Norton Commercial & Acreage Group, LLC of Gainesville, GA,
- (2) Candler Read Estate of Gainesville, GA, and
- (3) Avison Young of Gainesville, GA.

Date of Next BOC Vote: 3/14/2024

- Price Increase Requested Percentage Increase: N/A
- Demand Service Contract Previous Spend: N/A
- Commodity Contract Amount: Percentage of Sale
- Demand On-Call Service Contracts

Comments:

These are new contracts to establish a pool of Commercial Real Estate Brokerage Agencies to assist in future acquisitions for the County.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

PRICE INCREASE DETAILS

Bid/Contract No: No previous Contract Number

Bid/Contract Name: Commercial Real Estate Brokerage Services



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-024

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

For the provision of

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Commercial Real Estate Brokerage Services (hereinafter “Services”) as entered into on _____, and with an Effective Date of _____, is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Norton Commercial & Acreage Group, LLC (Hereinafter “Contractor”), located at 434 Green Street, Gainesville, GA 30501. Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-024 and contains the RFQ/P, the Contractor’s bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the Scope of Work below, and for parcels and properties that may be specified as needs arise.
1. Provide commercial real estate services for the selling of properties owned by the County.
 2. Provide commercial and real estate services for locating, pricing and purchasing properties for the County.
 3. Furnish all documents and contracts (i.e. title work,).
 4. Arrange for all real estate appraisals.
 5. Arrange for surveys on all properties prior to purchasing or listing for sale.
 6. List properties with all appropriate listing services for maximum exposure.
 7. Work cooperatively with other real estate agencies and agents to generate interest in the properties.
 8. Work cooperatively with other real estate agencies, agents and private sellers to locate properties appropriate to the County's needs.
 9. Monthly updates to the County on the status of the sale of the properties.
 10. Adhere to and ensure compliance with all laws of the State of Georgia governing the disposal, and or acquisition of governmental property.
 11. Coordinate site visits and property showings with potential buyers and/or sellers.
 12. Present all submitted offers to the County.
 13. Present all available properties of possible interest to the County.
 14. Document any accepted offers and counteroffers, addenda, and the like to the County.
 15. Represent the County in negotiations with a prospective buyer(s) and/or seller from the time of offer until closing.
 16. Obtain all necessary signatures to bind potential buyer(s) and/or sellers to any final agreement.
 17. Coordinate exchange of ownership (closing transactions).
 18. Provide guidance on agreements, mortgages, and market prices
 19. Assist with negotiations between buyer and seller.
 20. Other project as may be advantageous to the County.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response on Exhibit C – Mandatory Cost Proposal.

- C. County may entertain interviews and enter into further negotiations with awarded firms over specific projects as needs arise.

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Sarah Crowe
Communications and Strategic Engagement
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA ZIP
scrowe@hallcounty.org

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org

CONTRACTOR'S CONTACT INFO

Name
Title
Company Name
Address 1
Address 2
Email
Phone

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 – CONTRACT TERM:

First initial term is one (1) year from the effective date followed by four (4) possible renewal options lasting one (1) year in length each.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled.'

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or

the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or

permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF WORK* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

- a. \$500,000 Bodily Injury by Accident Each Accident
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

- a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

Cyber Insurance – Not Applicable. Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: Not Applicable. Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: Not Applicable. Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”

- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder’s response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor’s delivered Services by the County, and after receipt of undisputed invoice to the County.

- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

- A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO.

Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS - Not Applicable.

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 – RETAINAGE - Not Applicable.

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to (Not Applicable) throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia

Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet(s)

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131– VALIDITY

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. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 – HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.

14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.

34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

List Company's Full Legal Name Below:

HALL COUNTY, GEORGIA

By: _____

By. _____

Print Name: _____

Richard Higgins, Chairman

Title: _____

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

_____ Day of _____, 2023

County Clerk

Approved as to Form

Notary Public: _____

William J. Linkous III, County Attorney

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

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

List Company's Full Legal Name Below:

NORTON COMMERCIAL GROUP, LLC

HALL COUNTY, GEORGIA

By: _____

Print Name: Frank K. Norton, Jr.

Title: President/CEO, Managing Member

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

10th Day of January, 2024

Attestment: _____

County Clerk

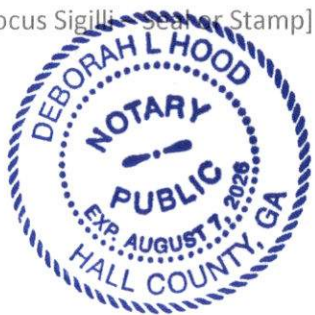
Approved as to Form

Notary Public: Deborah L Hood William J. Linkous III

William J. Linkous III, County Attorney

Notary commission expires: 8-7-2026

[Locus Sigilli - Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one-hundred twenty days (120) from date of signature.

t: 770.535.8270 | f: 770.531.6711

Bid No: 44-024

DIRECTOR
Wesley Geddings

Bid Name: COMMERCIAL REAL ESTATE BROKERAGE SERVICES

Date of Bid Submittal: 1.10.2024

Affirmation: Bidder affirms the following by affixing a wet signature in blue ink below:

"I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company Name: ~~NOTED COMMERCIAL REAL ESTATE~~ ACREAL Group LLC

Bidder Signature: _____ Date: 1.10.2024

Print Name: FRANK K NOTED JR

Title: PRESIDENT CEO MANAGING MEMBER

Print Name: FRANK K NOTED JR

Phone Number: 770 503 4618

Email Address: FRANKNOTED@GONOTED.COM

Physical Address: 434 GREEN Street NE

Physical Address 2: GAINESVILLE GA 30501

Unsigned bids may be declared as "Non-Responsive" and may not be evaluated.

If you desire to submit a "No Bid" then please indicate by checking one or both of the reasons listed below and explain.

_____ Bidder does not offer this service

_____ Unable to meet specifications



Hall County Government
FINANCIAL SERVICES

EXHIBIT C

Mandatory Cost Proposal Worksheet

RFQ/P #44-024

COMMERCIAL REAL ESTATE BROKERAGE SERVICES

Input Gross Percentage per Transaction: _____ %

Company Name: Norton Commercial & Residential Group, LLC

Bidder's Name: Frank K. Norton, Jr

Bidder's Signature: _____

Date: 1.10.2024

Instructions: Input Gross Percentage per transaction. The County may enter negotiations with awarded firms.

| <u>Transactions</u> | <u>Norton Only</u> | <u>With Co-Broker</u> |
|---------------------|--------------------|-----------------------|
| Up to \$10M | 3.2% | 6% |
| Over \$10M | 2.5% | 4% |

LEASING FEES

If Hall County uses Norton leasing services, Norton shall be paid a commission:

First month's base rent plus four percent (4%) of the rent beginning with month two (2) through the end of the lease term including renewals and expenses.

CONSULTING SERVICES

Many of Norton's consulting projects are based on a schedule of fees some with project-by-project pre-negotiated maximum, others are long term in nature with a monthly retainer or a minimum amount billed. The Norton Agency is client driven and can structure **customize** fee arrangements with individual Hall County assignments.

INITIAL CONVERSATIONS AND CONSULTATIONS *0-10 Hours No Cost*

| | <u>Normal Fee</u> | <u>Hall County Rate</u> |
|-------------------------|-------------------|-------------------------|
| Frank Norton, Principal | \$300/Hour | \$200/Hour |
| Tommy Howard | \$300/Hour | \$200/Hour |
| Emilie Norton Cisco | \$125/Hour | \$100/Hour |
| Support, Clerical | \$ 75/Hour | \$ 65/Hour |

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Field Researcher
Michael Westbrook, CPA

| | |
|---------------|------------|
| \$ 45,00/Hour | \$ 40/Hour |
| \$300/Hour | \$175/Hour |

Bidders Signature: _____



11

12

13

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Norton Commercial Acreage Group, LLC | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>P</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions. 434 Green Street | Requester's name and address (optional) |
| 6 City, state, and ZIP code Gainesville, Ga. 30501 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | |
|---|-------------------|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | |
| or | |
| Employer identification number | |
| 5 | 8 - 2 5 1 1 7 3 4 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|-----------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ <u>7/25/23</u> |
|------------------|----------------------------|-----------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Hall County Government
FINANCIAL SERVICES

EXHIBIT E
MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

571783
Federal Work Authorization User Identification Number

10.6.2022
Date of Authorization

NOTES COMMERCIAL AGENCY
Name of Contractor

HALL COUNTY
Name of Project

Hall County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 10/10, 2023 in GAINESVILLE (city), GA (state). 30501

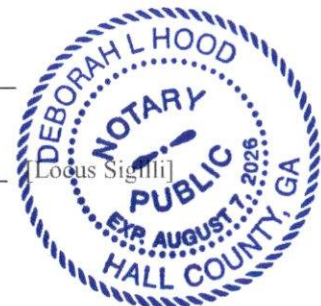
Signature of Authorized Officer or Agent

FRANK K NOTOYR CFO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10th DAY OF Jan., 2024.

NOTARY PUBLIC

My Commission Expires: 8-7-2026





Hall County Government

FINANCIAL SERVICES

EXHIBIT F

MANDATORY ETHICS AFFIDAVIT

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10.070 of Hall County - Ethics.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
- F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.
- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.

- H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.
- I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.
- J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.
- K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.
- L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.
- M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1 (Exh. A))

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on JANUARY 10, 2024 in CANONVILLE (city),
GEORGIA (state) 30501 (Zip Code)

Signature of Authorized Officer or Agent

FRANK NOTARY CEO PRESIDENT MARY MUMFORD
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 10th Day of Jan, 2024.

Deborah L. Hood

NOTARY PUBLIC

My Commission Expires: 8-7-2026

[Lost Seal]





No. GBUSR23-1989

NOT TRANSFERABLE

ACCOUNT NO. GBUS-002804

Date: 03/17/2023

CITY OF GAINESVILLE BUSINESS/OCCUPATION TAX CERTIFICATE 2023

Valid 01/01/2023 To 12/31/2023

This document certifies that the City of Gainesville business tax for the year ending 12/31/2023 has been paid, in compliance with the ordinances of the City business/occupation tax ordinance.
531210 - Offices Of Real Estate Agents And Brokers

NORTON AGENCY, INC., W.L.
434 GREEN STREET

NORTON AGENCY, INC., W.L.
P.O. BOX 422
Gainesville, GA 30503



Conditions:

A handwritten signature in black ink, appearing to read "Shana Morris". The signature is written in a cursive style and is positioned above a horizontal line.

Business Services Manager

DISPLAY IN A CONSPICUOUS PLACE



NORTCOM-01

JDAVIDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--------------------------------------|
| PRODUCER Norton Agency Insurance 434 Green Street, NE Gainesville, GA 30501 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (770) 535-6100 | FAX (A/C, No): (770) 297-4883 |
| | E-MAIL ADDRESS: certificates@nortoninsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Norton Commercial Acreage Group LLC; Norton Property Management LLC P.O. Box 422 Gainesville, GA 30503 | INSURER A: Selective Insurance Company of America NAIC # 12572 | |
| | INSURER B: Continental Casualty Company 20443 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | X | S 2375717 | 4/1/2023 | 4/1/2024 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | PERSONAL & ADV INJURY \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | X | X | S 2375717 | 4/1/2023 | 4/1/2024 | EACH OCCURRENCE \$ 5,000,000 |
| | | | | | | | AGGREGATE \$ 5,000,000 |
| | DED RETENTIONS | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Errors | | | RFB-254136276-23 | 5/1/2023 | 5/1/2024 | Aggregate \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Please note, due to directives received from the Georgia Department of Insurance, we are no longer allowed to enter any special wording in the description of operations field on the certificate. The only wording that can be entered in this field is the wording for which it was intended "Description of Operations/Locations/Vehicles." We recommend that the certificate holder review the terms and conditions of the endorsement as some policy forms provide additional insured status only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

BP 72 47 09 19 BUSINESSOWNERS LIABILITY ENHANCEMENT

| | |
|--|--|
| CERTIFICATE HOLDER Hall County Board of Commissioners PO Drawer 1435 Gainesville, GA 30503 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|



BROAPAR-CL

BFEARON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2024

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.

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.

PRODUCER: Smith Brothers Insurance, LLC. CONTACT NAME: GeneralMailbox@SmithBrothersUSA.com. INSURER(S) AFFORDING COVERAGE: Crum & Forster. NAIC #: 42471.

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR I, TR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Cyber Liability.

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

CERTIFICATE HOLDER: Hall County Board of Commissioners. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER IIAA Agency Administrative Services, Inc. P.O. Box 780 Prosperity, SC 29127 | CONTACT NAME: PHONE (A/C, No, Ext): 703-706-5381 FAX (A/C, No): | |
| | E-MAIL ADDRESS: AllianceEliteEO@iiba.net | |
| INSURED Legacy Risk Solutions, LLC P.O. Box 422 Gainesville, GA 30503 | INSURER(S) AFFORDING COVERAGE NAIC # | |
| | INSURER A: Swiss Re Corporate Solutions Capacity Insurance 34916 | |
| | INSURER B: Corporation | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |


COVERAGES **CERTIFICATE NUMBER:** **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 |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | | | | | | COMBINED SINGLE LIMIT \$ (Ea accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER OTH- STATUTE ER E.L. EACH ACCIDENT \$ E.L. DISEASE - FA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Professional Liability | | | FGP4EL011595605 | 10/1/2023 | 10/1/2024 | Each Claim \$10,000,000 Aggregate \$10,000,000 |

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

Claims Made Policy
 Independent Insurance Agents and Brokers Errors and Omissions Liability

| | |
|---|---|
| CERTIFICATE HOLDER General Proof of Insurance | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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BUSINESSOWNERS LIABILITY ENHANCEMENT

(INCLUDING BUSINESSOWNERS COMMON POLICY CONDITIONS AMENDMENTS)

BUSINESSOWNERS
BP 72 47 09 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The sections of the above form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

The following changes are made to **SECTION II — LIABILITY, A. Coverages, 1. Business Liability:**

A. SUPPLEMENTARY PAYMENTS

Sub-Paragraphs 1.(b) and 1.(d) of Paragraph f. Coverage Extension — Supplementary Payments are replaced by the following:

(b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

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

B. EXCLUSIONS

The following changes are made under Paragraph B. Exclusions:

1. NON-OWNED AIRCRAFT

Exclusion g. Aircraft, Auto Or Watercraft does not apply to any aircraft, not owned or operated by any insured that is hired, chartered or loaned with a crew paid by a party other than an insured.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

2. NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

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

(a) Less than 60 feet long; and

(b) Not being used to carry persons or property for a charge.

With respect to Paragraph (a) above, any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

If the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess and subject to the Other Insurance provisions of this policy for Excess Insurance.

3. PERSONAL AND ADVERTISING INJURY CONTRACTUAL EXCLUSION AMENDMENT

Sub-paragraph (4) of Exclusion p. Personal And Advertising is replaced by the following:

(4) For which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

4. DAMAGE TO PREMISES RENTED TO YOU

a. The last paragraph under Paragraph 1. Applicable to Business Liability Coverage is replaced by the following:

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Exclusions c., d., e., f., g., h., i., k., l., m., n. and o. in **SECTION II — LIABILITY** do not apply to damage by fire, lightning, explosion or water release to premises rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Paragraph D., **Liability And Medical Expenses Limits Of Insurance in SECTION II — LIABILITY.**

b. Sub-paragraph 3. of Paragraph D., Liability And Medical Expenses Limits Of Insurance is replaced by the following:

The most we will pay under Business Liability Coverage for damages because of "property damage" to a premises while rented to you or temporarily occupied by you with the permission of the owner is the Damage To Premises Rented To You limit shown in the Declarations. For a premises temporarily occupied by you, the applicable limit will be the highest Damage To Premises Rented To You limit shown in the Declarations.

c. Sub-paragraph a. of Definition 9. "Insured contract" in Paragraph F. Liability And Medical Expenses Definitions is replaced by the following:

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

5. MEDICAL PAYMENTS FOR NON-FOR-PROFIT MEMBERS

Sub-paragraph a. of Paragraph 2. **Applicable to Medical Expenses Coverage** is replaced by the following:

a. To any insured, except "volunteer workers" and "not-for-profit members".

C. WHO IS AN INSURED

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph C. **Who Is An Insured** is amended to include as an additional insured:

1. BLANKET ADDITIONAL INSUREDS - AS REQUIRED BY CONTRACT

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

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

(2) Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph (1) above:

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

(a) Your acts or omissions; or

(b) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

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

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph (1) above are completed.

b. Other Additional Insureds

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

(1) Lessors of Leased Equipment

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

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

(2) Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

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

(3) Mortgagees, Assignees or Receivers

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

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

(4) Any Person or Organization Other Than A Joint Venture

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

(5) State or Governmental Agency or Political Subdivision - Permits or Authorizations

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

(a) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(b) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes drive-ways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

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This insurance does not apply to:

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

With respect to Paragraphs **b.(2)** through **b.(4)**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

2. BROAD FORM VENDORS COVERAGE

Subject to the **Primary And Non-Contributory Provision** set forth in this endorsement, Paragraph **C. Who Is An Insured** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of a vendor's business, but the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement; but this exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, or part of an ingredient of any other thing or substance by or for the vendor; but this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

3. NOT-FOR-PROFIT ORGANIZATION MEMBERS AS ADDITIONAL INSURED

If you are an organization other than a partnership, joint venture or a limited liability company and you are a not for profit organization, **Who Is An Insured** is amended to include as additional insureds your officials, trustees, board members, insurance managers and "not-for-profit members" but only with respect to their liability for your activities or activities they perform on your behalf.

4. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

- b. This coverage does not apply if the newly formed or acquired organization's coverage is excluded either by the provisions of this Policy or by endorsement; and
- c. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- d. This coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as Named Insured in the Declarations.

D. INCIDENTAL MALPRACTICE -

Sub-paragraph 2.a.(1)(d) of Paragraph C. **Who Is An Insured** is replaced by the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services. This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

E. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraphs a. and b. of Paragraph E. **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** will not apply until after the "occurrence", or offense, or claim or "suit" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) An executive officer or insurance manager, if you are a corporation;
- (d) Your members, managers or insurance manager, if you are a limited liability company; or
- (e) Your elected or appointed officials, trustees, board members or your insurance manager if you are an organization other than a partnership, joint venture or limited liability company.

F. DEFINITIONS

Paragraph F. **Liability And Medical Expenses Definitions** is amended as follows:

1. MENTAL ANGUISH

(This provision does not apply in New York.)

Definition 3. is replaced by the following:

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

2. TEMPORARY WORKERS AS EMPLOYEES

Definition 5. is replaced by the following:

- 5. "Employee" includes a "leased worker" and a "temporary worker".

3. MOBILE EQUIPMENT

(This provision does not apply in the states of New York or Virginia.)

Paragraph f.(1) of Definition 12. does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

4. DISCRIMINATION

(This provision does not apply in New York.)

A. The following is added to Definition 14.:

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

- a. Not done by or at the direction of:
 - (1) The insured; or
 - (2) Anyone considered an insured under Paragraph C. **Who Is An Insured**;
- b. Not done intentionally to cause harm to another person.
- c. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- d. Not arising out of any "advertisement" by the insured.

B. The following definition is added:

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

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- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

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

This provision does not apply if "personal and advertising injury" coverage is excluded either by the provisions of this policy or by endorsement.

5. NOT FOR PROFIT MEMBERS

The following definition is added:

"Not for profit members" means a person(s) who is a member of a not for profit organization, including clubs and civic organizations who receive no financial or other compensation.

G. SECTION III — BUSINESSOWNERS COMMON POLICY CONDITIONS — Amendments

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph C. **Concealment, Misrepresentation Or Fraud:**

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

- 2. Paragraph G. **Liberalization** is replaced by the following:

G. LIBERALIZATION

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

3. Primary and Non-Contributory Provision

The following is added to Paragraph 2. of Condition H. **Other Insurance:**

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

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

4. The following is added to Paragraph 2. of Condition K. Transfer Of Rights Of Recovery Against Others To Us:

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

- 1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
- 2. Such person or organization is an additional insured on your policy; or
- 3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract."

This amendment only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

EXHIBIT G

MANDATORY SCORED QUESTIONS/RESPONSES RFQ/P #44-024 TECHNICAL QUALIFICATIONS RESPONSE WORKSHEET

Bidder's Company Name: Norton Commercial & Acreage Group, LLC

This RFQ/P has a total potential of 1,000 points for a perfect score. The bidder(s) with the closest score to 1,000 will be the apparent contract award winner(s). Of the 1,000 points, we use an 80/20 score ratio, with 80% (800) available points for your technical qualification's response, and 20% (200) available points for your cost proposal response. Bidders must respond to all questions below or receive a 0 score. Each question is weighed and scored for completeness, technical abilities, and qualifications. Provide enough detail to answer the questions. The County's Evaluation Committee will review and assign percentage scores to each question depending on the thorough answers provided. Apparent contract award winner(s) may be invited to interview with the County's Evaluation Committee for further discussions, asked to perform interviews, or may be asked to enter into further negotiations. Answer in the cells provided or use additional pages and attach as needed.

| No. | Question | Answer |
|-----|---|--|
| 1. | Provide professional resumes and licenses in good standing of your staff that may be assigned to work on Hall County projects. | Projects will be individually evaluated and assigned based on unique project attributes by Frank K. Norton, Jr., CFO and Thomas A. Howard, President. (Cont'd) |
| 2. | Has your firm provided at least three (3) Commercial Real Estate Brokerage Services for other municipalities before? If so, detail the projects in narrative form. If not, detail similar projects in size and scope for commercial concerns. | The firm has had multiple experience in repetitive government and non-profit assignments including: (cont'd) |
| 3. | Has your firm's license ever been disciplined? Please provide at least three (3) professional references with contact names and details. | No (Cont'd) |
| 4. | In some cases, the County may want to act in anonymity on the purchase of some parcels. Describe in full other projects where you have provided this type of service. | For over 30 years, Norton has employed third party "cloaked" LLCs to affect confidential for the following clients: (Cont'd) |
| 5. | Describe in detail the expertise and size of your firm. | Founded in 1928 by North Georgia Banker, W. L. Norton (Cont'd) |
| 6. | Describe in detail how you will provide status reports on pending purchases or sales to the County. | (Cont'd) |
| 7. | Describe in detail how you will provide guidance on agreements and the steps you will take in acquiring and selling County properties. | Norton handles over 1,500 real estate transactions annually, each with care and detail (Cont'd) |
| 8. | Do you affirm that neither your firm, nor its principals, are currently in litigation with Hall County, Georgia? | We are not and have never been in 95 years. |

1. **(CONT'D)** Norton has the largest regional brokerage firm (29) with broad experience in portfolio evaluation, property sales, leasing, and management.

Frank K. Norton, Jr

Chairman, Chief Strategist

Norton Legacy, Inc. (Parent Company)
CEO Norton Commercial and Acreage Group, LLC
434 Green Street
Gainesville, GA 30501
fkjnr@gonorton.com
770.503.4618 (cell)
46 years in Real Estate Brokerage

Thomas A. Howard

President/Partner, Managing Broker

Norton Commercial and Acreage Group, LLC
434 Green Street
Gainesville, GA 30501
thoward@gonorton.com
770.533.1449 (cell)
27 Years in Real Estate Brokerage

Commercial & Acreage Partners:

J. Will Cobb

SVP/Partner
29 Years in Real Estate Brokerage

Jean Ferris

SVP/Partner
40 Years in Real Estate Brokerage

John Drew

SVP/Partner
44 Years in Real Estate Brokerage

Gina Johnson

SVP/Partner
46 Years in Real Estate Brokerage

Matt McCord

SVP/Partner
21 Years in Real Estate Brokerage

Stephen Lovett

SVP/Partner
19 Years in Real Estate Brokerage
Top 10 Atlanta Broker for Last 8 Years

Chris Braswell



SVP/Partner
23 Years in Real Estate Brokerage and Development

Charlie Hawkins
SVP/Partner
11 Years in Real Estate Brokerage

Patrick Cisco
SVP/Partner, Sales Manager
7 Years in Real Estate Brokerage

David Stovall
SVP/Partner
12 Years in Real Estate Brokerage

Zach Tibbs
SVP/Partner
6 Years in Real Estate Brokerage

Michael Westbrook
CFO/Partner
25 Years in Banking

Other Team Members:

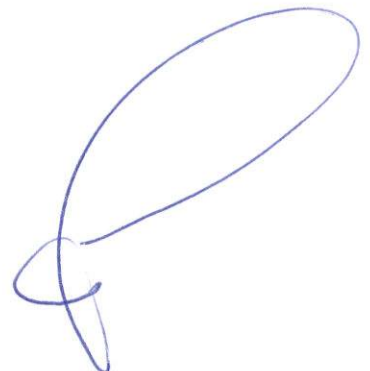
Chase Unger
C.J. Harman
Craig Floyd
David Lopez
Dudley Owens
Glenda Caldwell
Joe Elias
Kelly Moore
Randy Gordy
Scott Clayton
Sheri Millwood
Tanya Mulka
Wade Rhodes
Davis Crenshaw, Trainee
Tyler Grabau, Trainee

Ancillary Services:

Emilie Norton Cisco
VP Asset & Property Management

Alex Petry
AVP Development Services

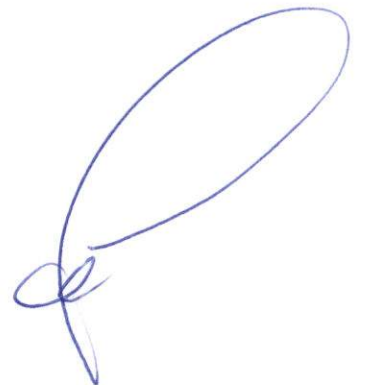
Jessica Knight



Research Manager

Bob Norton

Executive Chairman
Legacy Risk Solutions
Risk Management

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a smaller, more intricate flourish.

Frank K. Norton, Jr.
The Norton Agency

Gainesville native, Frank K. Norton, Jr. joined his family's business, The Norton Agency, in 1986 as manager of both Commercial and Residential Real Estate Divisions. He was promoted to President of the holding company in 1997 and then became Executive Chairman, Chief Investment Strategist in 2022, and today manages a network of 90 associated businesses under the brand of Norton Legacy, Inc.

Well recognized for his excellent marketing skills and keen strategic business intuition, Frank has presented, for the past 36 years, an economic forecast outlining growth and business trends for the Northeast Georgia region. The report, based on a wealth of data collected by The Norton Agency's Native Intelligence™ Division, is a resource that guides many area companies, governments, and organizations in making their business decisions.

Frank is also managing partner in Blackwatch Capital Fund; a private group of closed end funds geared toward long-term income investments in Georgia. In 2018, along with brother Bob Norton, Ncredible properties, a pilot of attainable housing initiative, was launched creating a test kitchen of affordable, cool rental communities.

Professionally, Frank holds Broker's licenses in the states of Georgia, Alabama, South Carolina, and North Carolina. He is a member of the Georgia Association of Realtors and the Council of Commercial Investment Managers and sits on the Board of First Multi Listing Services.

Besides his obvious commitment to the business of Real Estate, Frank is also involved with several community organizations. He is an assistant Scout Master to Boy Scout Troop 16, acting as the Eagle Scout Advisor, having achieved the Eagle Scout level at the age of 13 and the designation of Boy Scout of the Year for the State of Georgia at 15. He is a founder of Vision 2030 Public Art and a Trustee of Brenau University. He received recognition as Rotary Man of the Year, Junior Achievement Laureate, and Most Admired CFO by *Atlanta Business Chronicle*. As an artist, he regularly donates his "birds", whimsical drawings he has hanging in 10 Southeastern galleries, to charitable groups for their fundraising.

He graduated from Georgia Tech with a Bachelor of Science in Building Construction, College of Architecture and at age 25, became the youngest manager in the history of Coldwell Banker Richard Ellis Commercial Real Estate. Frank and his wife of 40 years, Nancy, have two daughters, Teddie, Emilie, and a son, Tripp and 5 grandsons under the age of 5.



A handwritten signature in blue ink, appearing to read "Frank K. Norton, Jr.", written in a cursive style.

TOMMY HOWARD
THE NORTON AGENCY

Tommy Howard is the current President and CEO of Norton Brokerage Services. He began his career with the Norton Agency in 1996 (28 years) as an operations manager. Since 1997, Tommy has been a licensed agent/broker (27 years). Today, he is responsible for the day-to-day operations and management of the residential, commercial, and asset management divisions. Tommy is the Managing Broker of the Gainesville office, GA 400 office, and Braselton office. He is the editor of Norton's Market Watch Newsletter and oversees Norton's Native Intelligence Research Division.

Before real estate, Tommy's education revolved around athletics and sports sciences. A native of North Carolina and a graduate of East Carolina University, he was drawn to Georgia during the 1996 Olympic games. From there, Tommy was offered the opportunity to join the Norton Agency under the guidance of Frank Norton. To further his real estate education, he graduated from the RealTrends Institute in Denver, Colorado (2003).

Tommy's brokerage experience includes the following clients: Atlanta Falcons, Hall County School System, Northeast Georgia Medical Center, and Georgia Power. He's also an expert in Georgia license law, real estate contracts, and real estate ethics.

Tommy is passionate about community service and philanthropy. He is past president of the Gainesville Rotary Club (2019-2020), past president of the Hall County Board of Realtors (2014), and past campaign chair of the United Way of Hall County. Tommy is also a current member of the Georgia Association of Realtors Grievance Panel and Chair for Junior Achievement of Northeast Georgia (2022-2024). He is also a graduate of Leadership Georgia (2009).



2. (CONT'D)

Jackson County School System

Multiple site search, current exclusive, disposition, and acquisition some under confidential cover, strategic planning, and market growth data, fixed commission or hourly real estate consultation, depending on project.

- Real Estate Consulting
- Facilities and Growth Analysis
- Acquisition Disposition
- Strategic Planning
- Market Research

Project Value \$20 Million

North Georgia Methodist Conference

Current exclusive, multiple church, and property dispositions (over 100 assignments) valuation portfolio analysis, strategic planning, portfolio evaluation, property stabilization, asset management, disposition, lease negotiation, acquisitions, and develop long term disposition strategy and consulting. Project Value \$35 Million.

Hall County School System

Exclusive 1987 – 2010; helped identify, through proprietary growth data, future school sites. Negotiated and acquired properties through confidential control of third-party buyer. Provided market growth strategic planning and disposition service. Project value \$25 Million.

Gwinnett County Government

Exclusive 1986 - 2005 dispossessionary services, multiple surplus property sales. Projects value \$15 Million+.

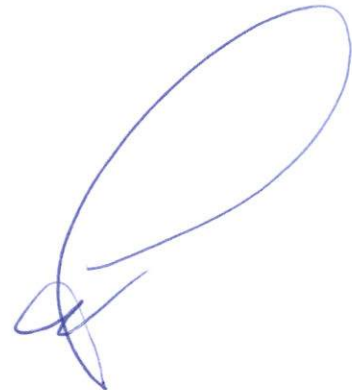
Northeast Georgia Health Systems

1986 – Present; strategic planning, hospital site acquisition (2) via third party confidential buyer program, full primary care network strategic consultation – current master needs planning for Gainesville Campus. Project value \$50 Million.

- Strategic Planning
- Healthcare Network
- Facility Stop
- Land Acquisition
- Demographic Assistance
- Market Research

3. (CONT'D)

Mimi Collins
CEO
Longstreet Clinic
725 Jesse Jewell Parkway
Gainesville, GA 30501
Cell: 770.540.0419
Email: mimi.collins@longstreetclinic.com



Brokerage services, lease representation, management consultation

John Davenport
Owner
CBD Properties
504 Green Street
Gainesville, GA 30501
Cell: 770.331.0537
Email: jdavenport@epiqglobal.com

Sales, leasing, purchasing, strategic planning, management consultation

Rev. Terry Walton
Chief of Staff
North Georgia Conference of the United Methodist Church
1700 Century Circle NE
Atlanta, GA 30545
Cell: 678.533.1366
Email: terry.walton@NGUMC.net

4. (CONT'D)

For over 30 years, Norton has employed third party "cloaked" LLCs to affect confidentiality for the following clients:

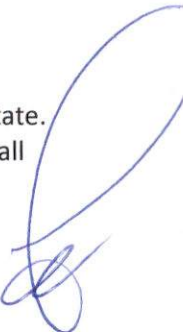
- Hall County School System
- Jackson County School System
- Georgia Power
- Jackson EMC
- Northeast Georgia Medical Center
- Blackwatch Investments
- Pulte Development
- GSA
- US Defense Department
- GA DOT

Among others.

Norton owns multiple entities in various forms to create privacy and anonymity. As example, Norton uses an LLC called "Poseidon Investments" based at 143 Kenner Ave, Nashville, TN with a Truist Nashville Banking relationship. Poseidon was created 30 years ago by Norton's Atlanta Legal Counsel so that it could not be traced back to any one town nor client.

5. (CONT'D)

the firm has been instrumental and interwoven into the growth fabric of Hall County and the State. The Norton Agency's roots run deep into the mountains of Georgia having been a part of most all the significant real estate and economic initiatives in the region. Today, the parent has a firm



foundation (and profitable) with 33 offices, a staff of 450+, covering 4 states (most of which are in Georgia and is the largest independent real estate/insurance firm in the State. It's Norton Native Intelligence™ database is used extensively by business industry and governments in their Strategic Planning and their Strategic Thinking.

Norton, Hall Based, Georgia Grown is the largest and most successful real estate force outside of North Atlanta with annual business volume exceeding \$1 billion. It manages more real estate than any other asset management firm and prides itself in its county-by-county local connectivity. Over the last ten years, the firm has assisted on various real estate, demographic, and strategic initiatives for a variety of government or government related projects including:

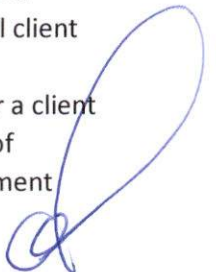
- Hall County
- Hall County School System
- City of Gainesville
- City of Braselton
- City of Jefferson
- City of Flowery Branch
- City of Demorest
- Jackson County Development Authority
- Gainesville Housing Authority
- Hall County Development Authority
- Northeast Georgia Health Systems
- Great Hall County Chamber of Commerce
- Forsyth County Chamber of Commerce
- Etowah Water and Sewer Authority

This firm is much more than a real estate brokerage firm. While we are the largest real estate broker in the North Georgia region (source: GAMLS and First MLS), Norton's approach is one of a long-term asset and facilities consultant, a trusted advisor, liaison, and a team partner. As a result, the door has opened wide for a broad and creative array of real estate services, facilities management, consultation, portfolio analysis, and asset deployment. The firm, while 96 years old, is anything but stodgy, its approach is fresh, technology enhanced, leading edge and CREATIVE. Over 18 years ago the firm adopted a simple slogan, "The POWER TO PERFORM". Conservative, well capitalized, ethical, and driven...we do that every day for our clients.

Norton manages a wide portfolio of commercial offices, industrial, and residential properties. As the region's largest private asset manager, it is incumbent upon us to provide a high level of portfolio management, property assessment, cost efficiency and third part asset stewardship. Norton started managing North Georgia property in 1937 and today its assignments are multi-county, multi-jurisdictional, and along multiple product lines.

Norton Commercial and Acreage Brokerage

Norton's experience runs through thousands upon thousands of local leases ranging from 2,000 SF to over 350,000 SF. The brokerage philosophy is one of a **client advocate**, total client representation and maximum cost performance. While acquisition of new real estate (purchase or lease) is a broker's forte, it takes a power broker to maximize revenues for a client wishing to redeploy assets through an orderly disposition program especially in times of economic accountability. Clients such as Johnson & Johnson, Gwinnett County Government



and Hall County School Systems have employed Norton to strategically maximize assets and revenue considered for disposition. It's not about selling real estate (or leasing), it's about how much can we recover for the client and how much can the client deploy in other areas.

Norton Native Intelligence™

Norton Native Intelligence™ is the only comprehensive small market demographic and real estate database in the State of Georgia. For 30 years, the firm's research division has gathered, compiled, and projected both real estate and demographic facts and trends for a vast part of Georgia. Through memberships, subscriptions, and relationships; Norton has direct real time access, comprehensive data in the 5 metro Atlanta Counties, but it's the rest of Georgia that separates Norton's data base from others. For 26 years, Norton's Annual Business Forecast is a **must** read, **must** follow, for Georgia business, small communities, and public sectors.

Norton Asset/Facility Management

Norton manages a wide portfolio of commercial offices, industrial, and residential properties. As the region's largest private asset manager, its incumbent upon us to provide a high level of portfolio management, property assessment, cost efficiency and third-party asset stewardship. Norton started managing North Georgia properties in 1937 and today its assignments are multi-county, multi-jurisdictional, and along multiple product lines.

Norton Development and Environmental Services

Norton Development and Environmental Services is an integrated fee for service projects and construction management division, working through a stable of qualified and vetted service providers. The firm is also a Georgia licensed contractor for specific needs. The development services division can offer comprehensive project planning, budgeting, construction management, environmental assessment stabilization, and tenant renovation logistics.

Norton Insurance & Risk Management

The firm is the largest independent Personal and Commercial Lines insurance agency in Georgia with over 65,000 client policies and an annual growth rate of 15% for each of the last 10 years. Norton's Commercial Risk Managers are keenly aware of minimizing leases or ownership risks and can provide specialized consulting on an as needed basis.

Norton Financial Services

Through our in-house CFO/CPA we can help develop unique financial models and projects by project analysis.

Minority Status

The Norton Agency parent company is owned and controlled by Frank and Bob Norton and has qualified as a minority government contractor, vendor, and sub-contractor under the Federal Regulations governing such activity. Their mother, Isabel Maria (Betty) Diez De Verson is a first-generation Cuban Hispanic immigrant thus the firm is owned 50% by Hispanic heritage owners.

6. (CONT'D)

- Reporting shall include monthly status and 30, 60, 90-day action items.



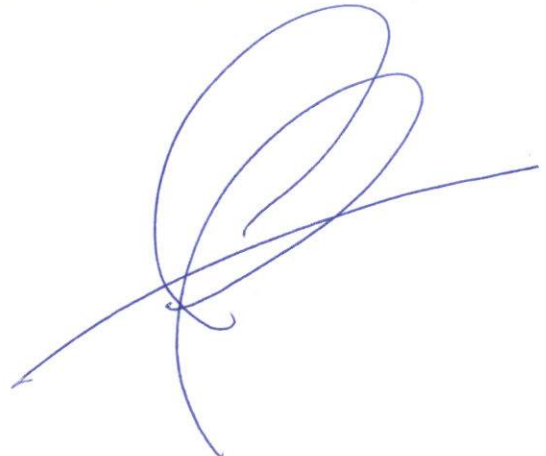
- The Hall County Norton Team will meet with representatives in person (not Zoom) quarterly to report progress, status, and solution recommendations for process improvement and strategic implications.
- Annually Hall County and Norton Team will meet in person to celebrate success reviews, processes, and solicit recommendations for improvements.
- The Norton Agency believes the true success of any project can be best evaluated through a set of benchmarks or critical points established prior to the project's initiation. Where we are uncertain at this point of the entire scope of Hall County's ongoing relationship, we recognize that some of the following guides are utilized by other Norton clients as measurement factors:

- Timetable for delivery
- Cost savings vs. established budget
- % rate under market
- % sales price over appraisal
- Efficiency of design
- Environmental impact
- Comparison of operation cost location to location
- Comparison between similar facilities-national matrix

7. (CONT'D)

Because of the importance of this relationship principle, Frank Norton, Jr. will be team leader with Tommy Howard as backup. Once the assignment is known, Frank will personally select one or more experienced Norton Commercial Brokers to work as a team on specific assignments. This is an exclusive offer for Hall County only as both Norton and Howard have no current listings nor direct client or brokerage relationships. This will allow the County to access the most experienced contract negotiating talent and the full energy and power of Norton Commercial & Acreage Group. Norton is the only regional commercial broker that has access to both First Multiple Listing Service (Frank Norton, Jr. is on the Executive Board of FMLS) and Georgia MLS as well as listings promoted through all Commercial listing and broadcast services. Norton uses proprietary direct mail lists, email blasts, and has a full-time social media coordinator. Its property background packages, financial feasibility analysis is without comparison. Norton Commercial Brokerage has been ranked in Metro Atlanta's Top 25 brokerage list for the last 8 years. In addition:

- Norton represents 450 unique property investors in the North Georgia market.
- Maintains a 40-year historical growth data base for Hall County, the deepest dive of demographic and real estate information in Georgia.
- Will offer the county a bi-annual demographic economic and real estate workshop.



STATE OF GEORGIA REAL ESTATE COMMISSION

NORTON COMMERCIAL ACREAGE GROUP LLC

66501

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED
LIMITED LIABILITY COMPANY

THE PRIVILEGE AND RESPONSIBILITIES OF THIS LICENSURE SHALL CONTINUE IN EFFECT AS LONG AS THE LICENSEE PAYS REQUIRED LICENSE FEES AND COMPLIES WITH ALL OTHER REQUIREMENTS OF THE OFFICIAL CODE OF GEORGIA ANNOTATED, CHAPTER 43-40. THE LICENSEE IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL FEES ON A TIMELY BASIS.

JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

1543727020720232

NORTON COMMERCIAL ACREAGE GROUP
LLC
434 GREEN STREET
GAINESVILLE, GA 30501

66501

NORTON COMMERCIAL
ACREAGE GROUP LLC

THOMAS A HOWARD
BROKER NO. 183156

THIS LICENSE EXPIRES IF YOU FAIL TO
PAY RENEWAL FEES OR IF YOU FAIL
TO COMPLETE ANY REQUIRED
EDUCATION IN A TIMELY MANNER.

State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED
07/29/2014

END OF RENEWAL
07/31/2026



LYNN DEMPSEY
Real Estate Commissioner

1543727020720232

66501

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LLC

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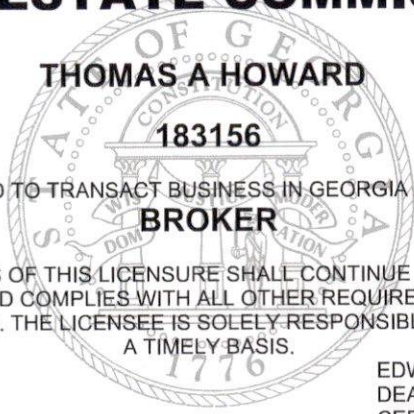
END OF RENEWAL
07/31/2026



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Real Estate Commissioner

1543727020720232

STATE OF GEORGIA REAL ESTATE COMMISSION



THOMAS A HOWARD

183156

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BROKER

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JERRY WARSHAW
Chairperson

STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

1152145700770133

HOWARD, THOMAS A
434 GREEN ST
GAINESVILLE, GA 30501

THOMAS A HOWARD

183156

BROKER

GEORGIA CRAFTSMEN INC

FIRM NO. H-19578

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State of Georgia
Real Estate Commission
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229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

10/08/1997

END OF RENEWAL
10/31/2027

Assigned to Firm
03/22/2022



LYNN DEMPSEY
Real Estate Commissioner

1152145700770133

THOMAS A HOWARD

183156

BROKER

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10/08/1997

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Assigned to Firm
03/22/2022



LYNN DEMPSEY
Real Estate Commissioner

1152145700770133

STATE OF GEORGIA REAL ESTATE COMMISSION

FRANK K NORTON JR

102219

IS AUTHORIZED TO TRANSACT BUSINESS IN GEORGIA AS A LICENSED
ASSOCIATE BROKER

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JERRY WARSHAW
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STEVE GRAVES
Vice Chairperson

EDWARD L. DOLLAR
DEANN GOLDEN
CEDRIC MATHENY
BRENDA THOMPSON

761023452347332

NORTON, FRANK K
434 GREEN STREET
GAINESVILLE, GA 30506

FRANK K NORTON JR

102219

ASSOCIATE BROKER

W L NORTON AGENCY INC

FIRM NO. H-2620

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State of Georgia
Real Estate Commission
Suite 1000 - International Tower
229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

09/29/1983

END OF RENEWAL
08/31/2026

Assigned to Firm
05/18/2022



LYNN DEMPSEY
Real Estate Commissioner

761023452347332

FRANK K NORTON JR

102219

ASSOCIATE BROKER

W L NORTON AGENCY INC

FIRM NO. H-2620

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State of Georgia
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229 Peachtree Street, N.E.
Atlanta, GA 30303-1605

ORIGINALLY LICENSED

09/29/1983

END OF RENEWAL
08/31/2026

Assigned to Firm
05/18/2022



LYNN DEMPSEY
Real Estate Commissioner

761023452347332



**GEORGIA REAL ESTATE COMMISSION
GEORGIA REAL ESTATE APPRAISERS BOARD**

**NORTON COMMERCIAL ACREAGE GROUP LLC -
#66501**

Status: Active

CLICK AGENT NAME FOR DETAILS

This is not a certification of current license status of any individual whose name appears herein.

Add new Agent

| Agent Name | License #/Type | Renewal Due | Date Assigned to Firm |
|--|----------------------|-------------|-----------------------|
| BRASWELL, GREGORY | #170091 / SLSP | 4/30/2026 | 8/4/2022 |
| CALDWELL, GLENDA | #147811 / ABKR | 4/30/2024 | 8/4/2022 |
| CISCO, PATRICK | #376088 / SLSP | 1/31/2025 | 8/4/2022 |
| CLAYTON, SCOTT | #238563 / SLSP | 1/31/2024 | 11/3/2022 |
| COBB, JAMES | #175387 / ABKR | 3/31/2025 | 8/4/2022 |
| CRENSHAW, DAVIS | #434908 / SLSP | 8/31/2027 | 8/29/2023 |
| DREW, JOHN | #102718 / ABKR | 7/31/2026 | 8/4/2022 |
| ELIAS, JOSE | #380011 / SLSP | 6/30/2025 | 2/23/2023 |
| FLOYD, CRAIG | #363010 / SLSP | 6/30/2026 | 9/26/2023 |
| GORDY, RANDY | #113199 / SLSP | 8/31/2025 | 8/4/2022 |
| HARMAN, CHRISTOPHER | #418299 / SLSP | 10/31/2025 | 8/4/2022 |
| HAWKINS, CHARLIE | #352761 / SLSP | 5/31/2025 | 8/4/2022 |
| HOWARD, THOMAS | #183156 / QUALIFYING | 10/31/2027 | 8/4/2022 |
| JAMESON-FERRIS, BERYLE | #120071 / SLSP | 5/31/2027 | 10/16/2023 |
| LOVETT, STEPHEN | #320687 / ABKR | 3/31/2027 | 5/5/2023 |
| MCCORD, MATTHEW | #272197 / SLSP | 9/30/2024 | 8/4/2022 |
| MILLWOOD, SHARRON | #179562 / ABKR | 3/31/2025 | 8/4/2022 |
| MULKA, TANYA | #377346 / SLSP | 1/31/2025 | 8/4/2022 |
| REYNOLDS, STEPHEN | #369112 / SLSP | 8/31/2024 | 8/4/2022 |
| STOVALL, DAVID | #346790 / SLSP | 11/30/2027 | 8/4/2022 |
| TIBBS, ZACHARY | #385414 / SLSP | 4/30/2026 | 8/4/2022 |
| UNGER, CHASE | #392253 / SLSP | 1/31/2027 | 8/4/2022 |



Hall County Government
FINANCIAL SERVICES

Addendum #001 Answers to Bidder's Questions

RFQ/P #44-024

For the provision of

Commercial Real Estate
Brokerage Services

January 4, 2024

Hall County, Georgia, Board of Commissioners issues this Addendum #001 Answers to Bidder's Questions for On-Call Real Estate Services.

Q1. Page 6, 4.0 Scope of Work sub-item c. states "Furnish all documents and contracts (i.e. title work)" – can you confirm that this item will be in coordination with the County's legal counsel?

Q2. Page 7, Section 5.4: The RFQ/P offers a method of digital submission in Section 5.4, stating "Bidders may submit their Proposals digitally following the same two-envelope method as described for paper submissions."

Q.2.1. Is it correct that bidders can submit separate digital versions of the Technical Qualifications Response and Cost Proposal Worksheet in lieu of the hardcopy paper submittal?

A2.1. Digital responses are permissible but only through DemandStar Bid ID # BA-44-024-0-2023/SC.

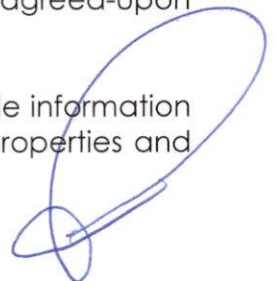
Q.2.2. If so, please confirm the method of digital submittal including the email address to which the submittal should be sent and any further instruction on the two-envelope method; e.g. should the Technical Qualifications Response be submitted in one email and Cost Proposal Worksheet be submitted in a separate email?

A2.1. Email bid responses will not be evaluated for award.

Q3. Page 14, Article #104 – Non-Exclusive Rights: Will the County offer exclusivity on a given assignment for a given / agreed-upon period of time?

A3. Yes.

Q4. General Portfolio Question: Can the County provide information on its existing portfolio, i.e., number and type of properties and square footage?



- A4.** The County does not have existing portfolio documentation responsive to this request.
- Q5. Regarding Exhibit B – Contract for Services:** If bidders have requests for minor revisions to Exhibit B Contract for Services, how should these be communicated back to the County?
- A5.** Bidders may provide red-lines on Exhibit B – Contract for Services for consideration at the time of their bid response. Red-lines modifications will not be considered after evaluations.
- Q6.** If revisions would be made to the sample contract, can bidders provide the signed version to the County after such revisions are discussed and agreed upon between both parties?
- A6.** Yes
- Q7. Regarding Exhibit C – Cost Proposal Worksheet:** May bidders provide the County with a table of applicable commission rates for transactions rather than a single percentage per transaction fee?
- A7.** Yes, however evaluations will only be made on one percentage rate per bid response.
- Q8. Regarding Exhibit G:** May bidders convert the provided exhibit to Word format to accommodate text response for each question? Or is it preferred to provide additional pages containing responses to questions beyond the space in each answer box?
- A8.** Yes, and bidders may request the form in Word by emailing apenick@hallcounty.org.

Bidder's signature acknowledging receipt of this Addendum #001. This must be returned with your bid response.

Signature: 

Name: FRANK NORBERT

Firm: NORBERT COMMERCIAL GROUP

Date: 1-10-2024

Sincerely;
Andy Penick
Issuing Officer
Hall County, Georgia