

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION TO APPROVE TWO (2) MEMORANDUM OF UNDERSTANDING
AGREEMENTS RELATED TO THE GATEWAY INDUSTRIAL CENTRE

WHEREAS, the Board of Commissioners of Hall County, Georgia entered into an Intergovernmental Development Agreement on the 23rd day of August, 2012 between the **HALL COUNTY, GEORGIA** (the “County”) and the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the “Authority”).

WHEREAS, the Board of Commissioners and the Authority agreed to an Addendum dated on the 2nd day of December, 2014 in order to add to and modify the Intergovernmental Development Agreement, dated as of August 23, 2012;

WHEREAS, as a result of discussion between the County and the Authority, the County and the Authority have agreed to additional mutual covenants consisting of two Memoranda of Understanding relating to the 2012 Intergovernmental Development Agreement, the 2014 Addendum, and a related Industrial Park Development Agreement concerning Gateway Industrial Centre;

NOW THEREFORE, the Board of Commissioners approves and agrees to the following mutual covenants between the parties and authorizes the Chairman or Vice Chairman to execute any and all additional documents necessary to effectuate the transactions.

1. The Memorandum of Understanding related to Gateway Centre Lot 17 in Exhibit A
2. The Memorandum of Understanding related to Gateway Centre Lots 1 and 2 in Exhibit B

SO RESOLVED this _____ day of August, 2024.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Richard Higgins, Chairman

By: _____
Kathy L. Cooper, Commissioner District 1

By: _____
Billy Powell, Commissioner District 2

By: _____
Gregg Poole, Commissioner District 3

By: _____
Jeff Stowe, Commissioner District 4

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

William J. Linkous III, County Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

As a result of discussions between the parties hereto, this Memorandum of Understanding is being executed by **Hall County, Georgia** (the “County”), **owner** (as defined in the Intergovernmental Development Agreement and the Industrial Park Development Agreement (collectively, the “Park Agreements”) relating to Gateway Industrial Centre), and **Gainesville and Hall County Development Authority** (the “Authority”) as of the ____ day of August, 2024.

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The County agrees to contribute at closing of the Lot 17 Sale \$600,000 from its share of the sale proceeds from the sale of Lot 17 of Gateway Industrial Centre (the “Lot 17 Sale”) toward the installation and construction of the traffic signal and related road improvements as described in the Development and Escrow Agreement between the Authority and RaceTrac, Inc. (the “Escrow Agreement”). Said contribution will be made on behalf of the Authority into escrow under the Escrow Agreement.
2. Owner agrees to contribute at closing of the Lot 17 Sale \$100,000 from its share of the sale proceeds from the Lot 17 Sale toward the installation and construction of the traffic signal and related road improvements as described in the Escrow Agreement. Said contribution will be made on behalf of the Authority into escrow under the Escrow Agreement.
3. The Authority agrees to contribute at closing of the Lot 17 Sale \$100,000 from its funds toward the installation and construction of the traffic signal and related road improvements as described in the Escrow Agreement. The Authority is to be reimbursed for its \$100,000 payment by a third party property owner upon completion of the traffic signal and road improvements. Said contribution will be made by the Authority into escrow under the Escrow Agreement.
4. The County and Owner acknowledge that upon closing of the Lot 17 Sale, the County’s share of the aggregate proceeds from sale of lots in Gateway Industrial Centre plus the PILOT payments to the County by Kubota will be sufficient to reimburse the County for its costs related to the Gateway Industrial Centre project except for the cost of relocating the cell tower and the cost of construction of the Kubota Way extension (including the bridge) and Owner’s share of the aggregate proceeds from sale of lots in Gateway Industrial Centre will be sufficient to repay Owner its cost of the land (\$11,145,212). The aggregate cost of the County for the cell tower relocation and the Kubota Way improvements is \$2,876,983.50. The aggregate cost of the County at Gateway Industrial Centre, not including the cost of the cell tower relocation and the Kubota Way extension, is \$10,300,797.42, of which the County has recovered \$9,067,164.55 to date, leaving \$1,233,632.87 of such base cost to be recovered as of this date.

5. The County and the Owner agree that the net sale proceeds from the Lot 17 Sale will be divided 48.03% to the County and 51.97% to the Owner. The County and the Owner agree that after closing of the Lot 17 Sale the parties will divide the proceeds from lot sales whereby the County shall receive 65% of the proceeds of lot sales and Owner shall receive 35% of the proceeds of lot sales; provided, however, once the County has been fully reimbursed from lot sales the aggregate cost of the cell tower relocation and the Kubota Way improvements, Owner shall receive 100% of the proceeds of lot sales. The County and the Owner agree that notwithstanding the foregoing, the County will be reimbursed from future lot sales for its payment of the legal costs for the Authority counsel's legal services in connection with the sale of lots in Gateway Industrial Centre incurred after March 20, 2024.
6. The \$600,000 contribution by the County toward the traffic signal and related road improvements shall not be reimbursed to the County from lot sales, and the \$100,000 contribution by Owner toward the same shall not be reimbursed to Owner from lot sales.
7. In calculating the reimbursement of the County and Owner under Paragraph 4 hereof, the contributions made under Paragraphs 1 and 2 hereof shall be deemed to not reduce the amounts received by the County and Owner as contemplated by Paragraph 4 hereof. In other words, such contributions shall be disregarded in calculating the amounts of the reimbursements received by the County and Owner pursuant to Paragraph 4 hereof.
8. The Park Agreements shall be deemed to be modified to the extent of the provisions hereof.

AGREED AND ACCEPTED, the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
 Title: _____

 Philip A. Wilheit, Sr., as representative
 of Owner

**GAINESVILLE and HALL COUNTY
 DEVELOPMENT AUTHORITY**

By: _____
 Chairman

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

As a result of discussions between the parties hereto, this Memorandum of Understanding is being executed by **Hall County, Georgia** (the “County”), **owner** (as defined in the Intergovernmental Development Agreement and the Industrial Park Development Agreement (collectively, the “Park Agreements”) relating to Gateway Industrial Centre), and **Gainesville and Hall County Development Authority** (the “Authority”) as of the ____ day of August, 2024.

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The Authority agrees to pay the fees and expenses for engineering services (collectively, “Engineering Expense”) under the engineering contracts attached hereto as Exhibit “C.” Said engineering services are in connection with certain grading and other improvements to Lots 1 and 2 of Gateway Industrial Centre.
2. The County and Owner agree that the Authority will be repaid the amount of the Engineering Expense, together with interest at the rate set forth below, from the proceeds of sale of Lots 1 and 2 of Gateway Industrial Centre, as a cost of sale of whichever lot sells first. The interest rate shall be equal to the rate that the Authority would have earned on the funds from which the Authority made the payments as provided in Paragraph 3 below.
3. The County and the Authority agree that the funds to make the payments of the Engineering Expense will be paid from the Authority’s Department of Labor building operating account or reserve account as elected by the Authority and that the repayment of the Engineering Expense, together with interest, will be deposited into said accounts.
4. The Park Agreements shall be deemed to be modified to the extent of the provisions hereof.

AGREED AND ACCEPTED, the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Title: _____

Philip A. Wilheit, Sr., as representative
of Owner

**GAINESVILLE and HALL COUNTY
DEVELOPMENT AUTHORITY**

By: _____
Chairman



May 7, 2024

Via: E-Mail

Proposal Number: 10304

Mr. Tim Evans
Gainesville and Hall County Development Authority
PO Box 3280
Gainesville, GA 30503

Re: Gateway – Lot 1 Grading Study

Dear Mr. Evans,

Rochester & Associates, Inc. is pleased to submit the following proposal for professional services for the above referenced project. We are excited about the opportunity to work with you and look forward to starting work. This proposal briefly discusses our understanding of the scope of work and our fees for these services.

Location Gateway Centre Parkway
GMD 403 & 1690
Hall County, Georgia

1.0 SCOPE OF SERVICES

SERVICES – RAI shall provide the following Professional Engineering and Planning Services for the project referenced above. The scope of this project involves the analysis of maximizing a pad area for future development that considers the use of excess material from the Blue Ridge Connector project, while providing an acceptable future roadway grade for access to the lot from White Sulphur Road. The project is located within unincorporated Hall County, so the Land Disturbance Permit issuance entity would be Hall County for this project.

1.1 PRE-DESIGN SERVICES

1.1.1 **BASE MAP** - RAI will utilize available Hall County LIDAR along with the Blue Ridge Connector grading plan to prepare a base map showing the site's constraints (stream buffers, zoning buffers, easements, etc.) in order to develop a workable map showing usable land for final land planning.

1.2 ENGINEERING DESIGN SERVICES – MASS GRADING:

1.2.1 **PRELIMINARY GRADING ANALYSIS** – Utilizing the information generated above along with the proposed grading for the Blue Ridge Connector project, RAI will analyze various pad grading options to maximize the pad area while incorporating the excess material from the Blue Ridge Connector project. A preliminary roadway design for the future access road from White Sulphur Road to the lot is included in the scope to ensure there is an acceptable slope for an industrial application with trucks.

1.2.2 **CIVIL SITE DESIGN – MASS GRADING** – Once the pad grading option from Task 1.2.1 above is selected, RAI will prepare Construction Plans for mass grading Lot 1. The plans shall include the existing topography along with grading, storm sewer necessary to control runoff until final development, floodplain location (as shown on the current FEMA FIRM panel map) along with preparing the applicable construction notes, details and appurtenances thereto. Services under this Item do NOT include preparing offsite water plans, tree protection/ replacement, landscape, hardscape, or D.O.T.

plans. This scope also excludes any formal design of the future roadway and stream crossing for access to Lot 1.

- 1.2.3 **EROSION AND SEDIMENT POLLUTION CONTROL PLAN (MASS GRADING - ESPC Plan)** – Prepare an ESPC Plan for mass grading Lot 1 in conformance with NPDES, Georgia and the Hall County Erosion Control Ordinances. Work shall include a narrative description summarizing existing conditions, proposed uses, maintenance issues and activity schedules. Work shall also include the preparation of the Notice of Intent (NOI) application to be completed on the EPD GEOS website. RAI will assist the Client to digitally register as a Responsible Official and enter the required information including any contractor involved in the land disturbance activity. All reporting and uploading to website will be responsibility of Geotechnical Engineer handling the sampling and erosion inspections.
- 1.2.4 **EROSION CONTROL SITE VISIT** – Services include one site visit to the site after Phase I erosion control measures have been installed in accordance with NPDES permit requirements to monitor the effectiveness of the silt & erosion control measures provided in the construction plans. RAI will provide a report of any deficiencies in the siltation and erosion control measures within 7 days of the site visit. The Client must notify RAI within 7 days of the installation of Phase I erosion control measures. The services provided under this item do not cover the calculation of quantities nor surveying.
- 1.2.5 **HYDROLOGY STUDY** – Prepare a Hydrological Study for pond sizing for Lot 1 to the minimum requirements of said governing agency, based on the mass grading design prepared as part of Item No. 1.2.2.
- 1.2.6 **TREE PROTECTION PLAN** – Prepare a tree protection plan in accordance with the requirements of said governing agency. Plan to show the limits of the tree save area for the project.
- 1.3 **PERMIT PROCESSING & MEETINGS – MASS GRADING:**
- 1.3.1 **DESIGN COORDINATION MEETINGS** – RAI will attend client design coordination meetings on a schedule to be determined by you. Our fee will be billed on an hourly basis.
- 1.3.2 **PLAN PROCESSING** – Assist Client in obtaining approval of plans and/or permit(s) for construction, including revisions to plans required by the review agencies. Services to include meeting(s) with said governing agency, Client, and/or any agent thereof as required to obtain said approvals and/or permit(s). Does not include application review fees.
- 1.3.3 **REIMBURSABLES** – RAI will provide printing, exhibits, and other reimbursable items at costs shown in Exhibit A.
- 1.4 **CONSTRUCTION SERVICES**
- 1.4.1 **LIMITED CONSTRUCTION ADMINISTRATION** – RAI assumes a construction duration of approximately 6 months or 120 working days for the project and will perform the following construction related tasks for the site/civil components with 5 periodic site visits for general conformance with the Civil plans. Any additional construction services will be performed on an hourly basis at the rates shown in Exhibit A.
- Pre-construction conference
 - Shop drawing and submittal review
 - Response to request for information
 - Construction observation site visits for general conformance w/ civil plans
 - Provide reports for non-compliance issues
 - Conduct Final Punchlist Inspection and report
 - Attend Project coordination meetings, as requested

1.4.2 **AS-BUILT POND SURVEY** - Prepare an as-built field run Topographic Survey of the storm water management pond and provide certifications as required by Hall County. Elevations shall be relative to Hall County control monuments located in the vicinity of the project. Topographic data will be provided at two foot contours including the location and elevation of existing structures, visible utilities and other site features.

1.5 ADDITIONAL SERVICES

1.5.1 **ADDITIONAL ITEMS** – If authorized in writing by the Client, the Consultant shall furnish or obtain from other additional sources, such items as: rock quantities, flood plain investigations and studies, design of outfall sewers, as-built drawings, reports, etc., which shall be paid for by the Client at an agreed upon price. The hourly rates for the engineering and surveying services are included herein.

2.0 COMPENSATION:

COMPENSATION FOR SERVICES: - The Consultant shall be paid the following fees for the services set forth under the Scope of Services.

1.1 PRE-DESIGN SERVICES		
1.1.1. BASE MAP PREPARATION	\$1,500.00	Fixed Fee
1.2 ENGINEERING DESIGN SERVICES – MASS GRADING		
1.2.1. PRELIMINARY GRADING ANALYSIS	\$7,500.00	Fixed Fee
1.2.2. SITE CIVIL DESIGN	\$18,000.00	Fixed Fee
1.2.3. ESPC PLAN		Included in 1.2.2
1.2.4. EROSION CONTROL SITE VISIT	\$1,500.00	Fixed Fee
1.2.5. HYDROLOGY STUDY	\$5,000.00	Fixed Fee
1.2.6. TREE PROTECTION PLAN		Included in 1.2.2
1.3 COORDINATION & PLAN PROCESSING – MASS GRADING		
1.3.1. PROJECT DESIGN & COORDINATION MEETINGS	\$7,500.00	Hourly Estimate
1.3.2. PLAN PROCESSING	\$3,500.00	Hourly Estimate
1.3.3. REIMBURSABLES	\$1,500.00	Estimate
1.4 CONSTRUCTION ADMINISTRATION		
1.4.1 CONSTRUCTION ADMINISTRATION	\$7,500.00	Hourly Estimate
1.4.2 AS-BUILT POND SURVEY	\$3,750.00	Hourly Estimate
1.5 ADDITIONAL SERVICES - HOURLY RATES		
1.5.1 ADDITIONAL ITEMS		Hourly As Requested

For Hourly Rates see the attached EXHIBIT A

3.0 SCHEDULE OF WORK

3.1.1 **ESTIMATED TIME OF COMPLETION** – Our anticipated time of completion for Task 1.1 & 1.2 is **Six (6) weeks** from **Notice to Proceed**. Permitting for the LDP takes approximately 8-10 weeks.

EXCLUSIONS AND BASE TERMS:

1. The pricing shown hereon is based on approximately 43.7 +/- acres and the scope of service listed above. If additional land or services are involved, our fees may need to be adjusted.
2. This proposal is valid for 60 days from the date shown hereon. The hourly rates shown are subject to change after December 31, 2024.
3. No review, permitting, inspection, recording, water meter, sanitary sewer tap or other owner fees are included in this proposal.

4. We have assumed that all utilities are at the property boundaries of the site. Any additional offsite utility design or surveying will be billed as an extra charge.
5. It is assumed that a geotechnical report outlining earthwork provisions for site development, stormwater infiltration, drainage and sub-grade preparation for pavement, utilities and slope stability will be provided by owner and will be utilized in our basis of design.
6. No telephone, electric, cable television or gas line design is included. Rochester & Associates, Inc. cannot guarantee nor be responsible for the accurate location of underground utilities or other subterranean features.
7. Water pressure testing and associated fees are not included; however we will assist you with obtaining fire hydrant flow test data from the local utility company upon request at the hourly rates listed herein.
8. No hardscape or irrigation design is included in this proposal, however, these services can be provided for additional fees.
9. The permitting or mitigation of any potential wetland or stream areas is not included in this proposal. We have assumed no State EPD or DNR variances for tributary buffer encroachment will be necessary for the development of this site, other than the road crossings, and the information provided by client related to the stream and wetland delineations is accurate. Any additional variances required or additional field work to confirm delineations will be billed on an hourly basis over and above the fees quoted within this proposal.
10. No construction staking or as-built services are included in this proposal; however, these services can be provided under separate contract.
11. As-built drawings ONLY for the pond are included in this proposal.
12. No traffic impact studies, traffic signal analysis, design services or offsite system improvement design services are included in this proposal; however, these services can be provided under separate contract.
13. Our scope includes coordination with a structural engineer for the design of retaining walls and other site related structures, if required; however no structural design services are included in our fees.
14. Any revisions made after municipal approval of the site construction drawings or any changes beyond the original scope of services as defined by this proposal will be extra to the contract and billed on an hourly basis at the rates listed herein.
15. Rochester requires that you are empowered to grant, or will obtain, permission for our personnel to enter the site.

We appreciate the opportunity to assist you with this project. Our Terms and Conditions for Professional Services (Exhibit B) are attached to this letter. The return of this letter along with the completed Proposal Acceptance will constitute our Agreement to perform these services and will be considered as our Notice to Proceed. If you have any questions, please contact Eric Chini at 678 450-5147.

Regards,

Rochester & Associates, LLC



Eric M. Chini, P.E.
Senior Vice President

PROPOSAL ACCEPTANCE

Description of Services Professional Engineering Services
Project Name Gateway Industrial - Lot 1 Mass Grading
Project Location Hall County, Georgia
Proposal Date May 7, 2024 Consultant Eric Chini

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention: _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other Than Above):

Name _____
Address _____ City _____
State _____ Zip Code _____ Phone Number _____
Attention: _____ Title _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this 20th day of June, 2024

Gainesville and Hall County Development Authority
Print or type individual, firm or corporate name

By: William Bagwell, Jr., Chairman
Signature of authorized representative

William Bagwell, Jr., Chairman
Print or type name of authorized representative and title

Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	385.00 per hour
Principal	260.00 per hour
Project Director	225.00 per hour
Director of Development Strategies	215.00 per hour
Senior Project Manager	200.00 per hour
Senior Surveyor	185.00 per hour
Senior Engineer	185.00 per hour
Senior GIS Enterprise Administrator	185.00 per hour
Senior Landscape Architect	185.00 per hour
Project Manager	185.00 per hour
Senior Designer	165.00 per hour
Project Surveyor	165.00 per hour
Project Engineer	165.00 per hour
Project GIS Developer	165.00 per hour
Project Landscape Architect	165.00 per hour
Project Designer	145.00 per hour
Staff Surveyor	145.00 per hour
Staff Engineer	145.00 per hour
Staff GIS Analyst	145.00 per hour
Staff Project Manager	145.00 per hour
Staff Landscape Architect	145.00 per hour
Staff Designer	135.00 per hour
CADD Technician	120.00 per hour
GIS Technician	120.00 per hour
Two Person Crew (GPS/RTK)	225.00 per hour
One Person Crew (GPS/RTK)	215.00 per hour
Four Person Field Crew	225.00 per hour
Three Person Field Crew	200.00 per hour
Two Person Field Crew	185.00 per hour
One Person Field Crew	160.00 per hour
Field Technician	100.00 per hour
Clerical	90.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2024.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.

EXHIBIT B
TERMS AND CONDITIONS
FOR PROFESSIONAL SERVICES

These Terms and Conditions, together with ROCHESTER | DCCM's Proposal, make up the Agreement between Rochester | DCCM and you, the Client. *Before countersigning the Proposal, be sure you read and understand the paragraphs entitled Indemnification and Limitation of Liability, which deal with the allocation of risk between you and ROCHESTER | DCCM.*

1. Services. ROCHESTER | DCCM will perform the services set forth in its Proposal and any amendments or change orders signed by both parties. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in ROCHESTER | DCCM's costs, including expert witness services and unanticipated meetings will be the subject of a negotiated amendment or change order. Additional Services are not included as part of the Basic Services in the Proposal and shall be paid for by you in addition to payment for Basic Services, in accordance with ROCHESTER | DCCM's prevailing fee schedule, or as agreed to by ROCHESTER | DCCM and you.

2. Standard of Care. ROCHESTER | DCCM will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ROCHESTER | DCCM makes no warranty, express or implied, as to its professional services rendered under this Agreement. You will promptly notify ROCHESTER | DCCM with reasonable specificity of any deficiencies or suspected deficiencies in the services of which you become aware, so that ROCHESTER | DCCM may take measures to minimize the consequences of such a deficiency. Failure to notify ROCHESTER | DCCM shall relieve us of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. You acknowledge that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. ROCHESTER | DCCM therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

3. Payment. Except as otherwise stated in the Proposal, you will compensate ROCHESTER | DCCM for the services at its standard rates, reimburse its expenses, and pay any sales or similar taxes thereon. ROCHESTER | DCCM will submit invoices periodically, and payment will be due upon receipt of the invoice and considered past due after 30 days. If you dispute any portion of an invoice, you will notify ROCHESTER | DCCM in writing with specificity within 10 days and pay the undisputed portion within 30 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate, which shall be calculated from the invoice due date. ROCHESTER | DCCM may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project, and you will pay for all services through termination, plus termination costs. You will reimburse ROCHESTER | DCCM's costs of collecting overdue invoices, including reasonable attorneys' fees, and reasonable staff costs at standard billing rates for ROCHESTER | DCCM's time spent in efforts to collect. Payment of invoices shall not be subject to any discounts or set-offs by you, unless agreed to in writing by ROCHESTER | DCCM.

4. Client's Responsibilities. You will designate to ROCHESTER | DCCM in writing a person to act as your representative who is authorized to receive notices transmit information and make decisions regarding the Project. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If included in the Proposal, ROCHESTER | DCCM shall assist you in applying for those permits and approvals normally required by law for similar projects. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies. You will provide ROCHESTER |

DCCM with all documents and other information that are pertinent to the services and are reasonably available to you, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before ROCHESTER | DCCM performs any subsurface activities, you will provide it with all plans and other information available to you concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, ROCHESTER | DCCM will be entitled to rely upon the accuracy and completeness of the documents and information you provide.

5. Right of Entry. You grant ROCHESTER | DCCM and its subcontractors permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for ROCHESTER | DCCM to enter the site and perform the services, and you will provide reasonable verification on request.

6. Site Restoration. Although ROCHESTER | DCCM will act to limit damage to landscaping, paving, systems and structures at the site, you acknowledge that some damage may occur even with the exercise of due care, and you agree to compensate ROCHESTER | DCCM for any restoration it is asked to perform unless otherwise indicated in the Proposal.

7. Underground Facilities. ROCHESTER | DCCM will not be liable for any damage to underground services or structures not accurately identified in such plans and information, and you agree to indemnify, defend and hold harmless ROCHESTER | DCCM against all liabilities and costs arising out of such damage and its repair, except to the extent caused by ROCHESTER | DCCM's negligence.

8. Adverse Conditions. Adverse field conditions which include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond ROCHESTER | DCCM'S control may require an increase in the project schedule and fees. ROCHESTER | DCCM will immediately inform the Client in writing when we encounter such conditions. Client and ROCHESTER | DCCM will agree in writing to any changes in scope and fee before proceeding with the project.

9. Limits on ROCHESTER | DCCM's Responsibility. ROCHESTER | DCCM will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. ROCHESTER | DCCM will not supervise, direct or have control over or the authority to stop any contractor's work, nor shall ROCHESTER | DCCM's professional activities nor the presence of ROCHESTER | DCCM or its employees and subcontractors be construed to imply that ROCHESTER | DCCM has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. In addition, if the delays resulting from any such causes increase the cost or time required by ROCHESTER | DCCM to perform its services in an orderly and efficient manner, ROCHESTER | DCCM shall be entitled to an equitable adjustment in schedule and/or compensation. ROCHESTER | DCCM shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of ROCHESTER | DCCM, increase ROCHESTER | DCCM's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

10. Changed Conditions. You recognize the uncertainties related to surveying and engineering services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, ROCHESTER | DCCM will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. If the parties are unable to reach agreement, either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof. In the event of emergency, ROCHESTER | DCCM may take immediate steps to protect public health, safety and the environment, and will be equitably compensated therefor. You agree that you, ROCHESTER | DCCM and ROCHESTER | DCCM's consultants shall be indemnified by the contractor(s) and shall be made additional insureds under the contractor(s) policies of general liability insurance. Any opinions by ROCHESTER | DCCM of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates. You agree that ROCHESTER | DCCM is not responsible for damages arising directly or indirectly from any delays for causes beyond ROCHESTER | DCCM's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by you or your contractors or consultants; or discovery of any hazardous substances or differing site conditions.

11. Documents and Information. All reports, drawings, specifications, computer files, data, calculations, work papers and other documents or instruments prepared or furnished by ROCHESTER | DCCM are instruments of service and will remain ROCHESTER | DCCM's property. ROCHESTER | DCCM shall retain all common law, statutory and other reserved rights, including the copyright thereto. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to ROCHESTER | DCCM. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and you agree to indemnify and defend ROCHESTER | DCCM against any liabilities resulting therefrom. Any technology, methodology or technical information learned or developed by ROCHESTER | DCCM will remain its property.

12. Confidentiality; Subpoenas. Information about this Agreement and ROCHESTER | DCCM's services, and information you provide to ROCHESTER | DCCM regarding your business and the site, will be maintained in confidence and will not be disclosed to others without your consent, except as ROCHESTER | DCCM reasonably believes is necessary (a) to perform its services, (b) to comply with professional standards to protect public health, safety and the environment, and (c) to comply with laws and court orders. ROCHESTER | DCCM will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties without a breach of duty will not be considered confidential. You will reimburse ROCHESTER | DCCM for responding to any subpoena or governmental inquiry or audit related to the services, at ROCHESTER | DCCM's standard rates then in effect. You agree that the technical methods, design details, techniques and pricing data contained in any material submitted by ROCHESTER | DCCM pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of ROCHESTER | DCCM.

13. Indemnification. In addition, and notwithstanding any other provisions of this Agreement, you agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless ROCHESTER | DCCM, its officers,

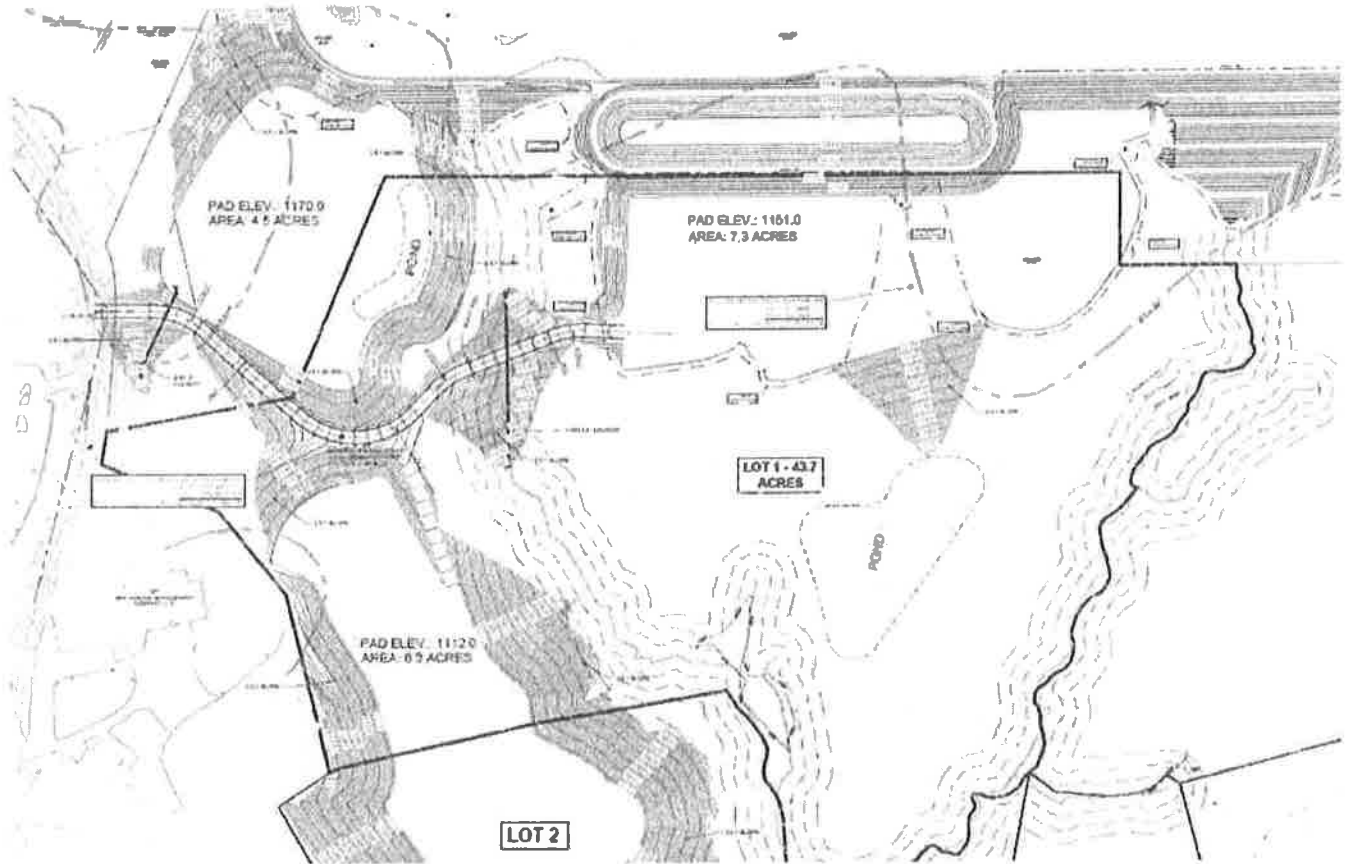
directors, employees and consultants against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by ROCHESTER | DCCM.

14. Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither you nor ROCHESTER | DCCM, their respective officers, directors, partners, employees, contractors or consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both you and ROCHESTER | DCCM shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Miscellaneous. This Agreement shall be governed by Georgia law. Any legal action between you and ROCHESTER | DCCM arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect. Any amendment to this Agreement must be in writing signed by both parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by you. These Terms and Conditions shall govern over any inconsistent terms in the Proposal. If these Terms and Conditions have been provided to you, your verbal authorization to commence services constitutes your acceptance of them. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party. Headings in these Terms and Conditions are for convenience only and do not form a part of the Agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties. It is intended by the parties to this Agreement that ROCHESTER | DCCM's services in connection with the Project shall not subject ROCHESTER | DCCM's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Any notice required under this Agreement shall be in writing, addressed as specified in this Agreement and sent by electronic mail; facsimile; registered, certified, express or regular U.S. mail.

16. Termination of Contract. The Client may terminate this Agreement at any time by giving written notice via certified mail specifying the effective date of such termination. The Consultant shall cease work immediately upon receipt of the request to terminate the Agreement and shall send an invoice for said work along with written documentation of the work completed to date. Likewise, the Consultant may terminate the Agreement in like manner and shall be entitled to payment for that portion of work completed prior to the cancellation date.

EXHIBIT C





January 2, 2024

~~Rochester/DCCM
425 Oak Street Northwest
Gainesville, Georgia 30501~~

*Gainesville and Hall County Development Authority
P.O. Box 3280
Gainesville, GA 30503*

Attention: ~~Mr. Eric Chini~~ *Tim Evans, Treasurer*

Subject: Site Development Construction Materials Testing Services
Gateway Development Lot Nos. 1 through 3
Gainesville, Georgia
SGC Proposal No. GP-2755

Dear Mr. Chini:

Southern Geotechnical Consultants (SGC), LLC appreciates the opportunity to submit our proposal for providing construction engineering testing services for the referenced project. This proposal briefly describes our understanding of the project, outlines the scope of services requested, and presents corresponding fee information.

PROJECT INFORMATION

The project involves the site development and construction of the future development lots at Gateway Centre located in Gainesville, Georgia.

We understand that the project does follow under the guidelines of "Special Inspections." As such a majority of full time observations and testing will be performed.

SCOPE OF SERVICES

Our proposal is based upon reviewing the site drawings and project specifications and the preliminary construction schedule provided by Simpson Grading and Trucking. We note that in putting together the anticipated scope of services for building construction we have relied upon our past experience with similar projects.

Site Grading/Earthwork

- Provide a representative during any undercutting within the building footprint and to observe undercutting of any existing fill required after reaching planned subgrade elevation.
- Provide a representative to observe proofrolling of the exposed subsoil prior to beginning fill placement to check for stability of the exposed subgrade and provide recommendations as needed for mitigation.
- Conduct laboratory standard Proctor tests (ASTM D-698) to determine the moisture/density relationship of representative soil samples.

- Have a field technician present as needed to conduct in-place field density tests to document the percent compaction achieved by the contractor and provide recommendations for earthwork activities as needed.

COST BASIS

We propose that the fees for our services be determined on a unit rate basis in accordance with the attached Fee Schedules. We have prepared an attached budget for your use. We note that the proposed budget pricing is a "Not to Exceed" price.

RESPONSIBILITIES

Our personnel will be experienced in the types of testing being performed and will perform the tests in accordance with project specifications and applicable standards of the industry in the Atlanta area. We do not have the authority to direct the contractor in the performance of their work or to authorize changes in the construction contract. We will bring to your attention any test results that indicate noncompliance, but the contractor is ultimately responsible for performing the work in accordance with the construction documents. Much of the testing is performed on a periodic and random basis and is not a guarantee of the overall work product. SGC accepts no responsibility for job-site safety, which is the sole responsibility of the contractor.

ACKNOWLEDGMENT

Thank you again for the opportunity to submit this proposal. Please contact us if you wish to discuss any aspect of this proposal or if we can be of assistance to you in any capacity.

Respectfully submitted,

Southern Geotechnical Consultants, LLC



Rodney Clark
Project Manager



A. Glenn Motes III, P.G. /P.E.
Senior Project Manager

JRC/AGM

Enclosures

SCHEDULE A

UNIT RATE FEE SUMMARY

Soil Density Testing, per hour	\$	50.00
Site Concrete Testing, per hour	\$	40.00
Footing, Subgrade Evaluation, per hour	\$	70.00
Reinforcing Steel Evaluation, per hour	\$	70.00
Visual Weld, Bolt Torque Evaluation, per hour	\$	85.00
Ultrasonic Weld Evaluation, per hour	\$	98.00
Standard Proctor Compaction Test, per sample	\$	250.00
Base Course Proctor Compaction Test, per sample	\$	350.00
Concrete Cylinder Compression Test, per set*	\$	150.00
Masonry Grout Prism Compression Test, per set	\$	195.00
Mortar Cube Compression Test, per set	\$	165.00
NPDES Services, per month	\$	750.00
Project Manager, per hour	\$	125.00
Senior Project Manager, per hour	\$	185.00
Trip Charge	\$	N/A

Expenses and reimbursable items will be charged at actual cost plus 25 percent.

Hourly personnel rates apply to job activities such as review of drawings, specifications and test results; consultation with project personnel; mobilization; travel time portal to portal; demobilization; and report preparation. An overtime multiplier of 1.5 will be applied to all work outside the hours of 8:00 AM to 5:00 PM, more than 8 hours in one day, Saturdays, Sundays and holidays.

*Surcharge of \$2.00 per cylinder if made by others

**FEE ESTIMATE FOR
CONSTRUCTION MATERIALS TESTING
GATEWAY LOT NOS. 1 THROUGH 3 SITE WORK
GAINESVILLE, GEORGIA
SGC PROPOSAL NO. GP-2755**

SITE GRADING/EARTHWORK

Site Observations and Fill Compaction Testing (Full-time Service)*

Estimate	12	Weeks @	\$3,400.00 /Per week	\$40,800.00
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Site Observations and Fill Compaction Testing (Part-time Service)*

Estimate	12	Trips @	\$385.00 /Per trip	\$4,620.00
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Subgrade Evaluation Prior to Fill Placement

Estimate	7	Trips @	\$425.00 /Per trip	\$2,975.00
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Standard Proctors

Estimate	6	Samples @	\$250.00 /Each	\$1,500.00
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SITE GRADING/EARTHWORK SUBTOTAL:	\$49,895.00
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NPDES SERVICES

Estimate	12	Months @	\$950.00 /Per Month	\$11,400.00
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NPDES SERVICES SUBTOTAL:	\$11,400.00
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TESTING BUDGET TOTAL:	\$61,295.00
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*Note: Assumes work performed during Monday - Friday between the hours of 8:00 am and 5:00 pm. For any work outside that time or scope will be billed at 1.5 times the applicable unit rate.



EXHIBIT A

PROPOSAL ACCEPTANCE

Description of Services Construction Materials Testing
Project Name Gateway Lot Nos. 1 through 3 Site Work
Project Location Gainesville, Georgia
Proposal Date March 22, 2024/ GP-2755 Consultant SGC, LLC

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm
Address City
State Zip Code Phone Number
Attention: Title

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm
Address City
State Zip Code Phone Number
Attention: Title

PROPERTY OWNER IDENTIFICATION (If Other Than Above):

Name
Address City
State Zip Code Phone Number
Attention: Title

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this 20th day of June, 2024

Gainesville and Hall County Development Authority
Print or type individual, firm or corporate name

By: William Bagwell, Jr., Chairman
Signature of authorized representative

William Bagwell, Jr., Chairman

EXHIBIT B

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES:

The Client and Southern Geotechnical Consultants, LLC (hereinafter referred to as Southern Geotechnical Consultants) (collectively, the Client and Southern Geotechnical Consultants shall be referred to as the "parties") agree that services covered by this Agreement shall be performed in accordance with the following Standard Terms and Conditions:

1. **Standard of Care.** Southern Geotechnical Consultants will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. Southern Geotechnical Consultants makes no warranty, express or implied, as to its professional services rendered under this Agreement and specifically excludes any implied warranty that the services contracted for in this Agreement are suitable for the Client's project. Client shall promptly notify Southern Geotechnical Consultants with reasonable specificity of any deficiencies or suspected deficiencies in the services of which Client becomes aware, so that Southern Geotechnical Consultants may take measures to minimize the consequences of such a deficiency. Failure to notify Southern Geotechnical Consultants shall relieve Southern Geotechnical Consultants of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. Client acknowledges that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. Southern Geotechnical Consultants therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

2. **Payment.** The Client agrees to pay Southern Geotechnical Consultants for work completed. Southern Geotechnical Consultants will invoice the Client periodically. Payments to Southern Geotechnical Consultants are due upon receipt of the invoice. Interest will accrue at the rate of 1.5 % per month from the date of the invoice on all payments not made within 30 days of the date of the invoice. If you dispute any portion of an invoice, you will notify Southern Geotechnical Consultants in writing with specificity within 10 days and pay the undisputed portion of the invoice. Non payment of any invoice within 10 days of the date of the invoice authorizes Southern Geotechnical Consultants to immediately stop work on the Client's project and to withhold all documentation on the project from the Client, without incurring any liability for damages to Client or others. If any unpaid amounts have to be collected by or through litigation or the services of an attorney, the Client shall be liable for the reasonable attorney's fees and expenses of litigation incurred by Southern Geotechnical Consultants. If Client disputes any part of an invoice, Client will notify Southern Geotechnical Consultants in writing within 10 days of receipt of the invoice and shall pay the undisputed portion at the same time. Payments to Southern Geotechnical Consultants can be in the form of cash, check or credit/debit card. Credit card payments are \$2.95 per transaction under \$107 – all other transactions are 2.75% of the total transaction (Visa, MasterCard, American Express, Discover and JCB). Debit card payments are a flat fee of \$3.95 (Visa Debit and MasterCard Debit).

3. **Additional Charges.** Only those services specifically listed within this proposal are included. Any future phases or additional services will require additional fees.

Southern Geotechnical Consultants services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Delays caused by acts or conditions outside the control of Southern

Geotechnical Consultants may cause an increase in the project cost. An unanticipated number of meetings between Client and Southern Geotechnical Consultants may cause an increase in Southern Geotechnical Consultants' costs and will be billed to the Client at the hourly rate charged by Southern Geotechnical Consultants.

Unforeseen, adverse field conditions may require an increase in the project schedule and fees charged to Client. Adverse field conditions include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond Southern Geotechnical Consultants' control. Southern Geotechnical Consultants will immediately inform the Client in writing when such conditions are encountered. Client and Southern Geotechnical Consultants will agree in writing to any changes in scope and fee before proceeding with the project.

The Client shall be responsible for all governmental fees associated with the work performed under this contract and any other fees not specifically covered by the terms of this contract. The Client shall reimburse Southern Geotechnical Consultants for responding to any subpoena or governmental inquiry or audit related to this Agreement at Southern Geotechnical Consultants' standard rates then in effect.

4. **Confidentiality.** Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Southern Geotechnical Consultants pertaining to Client's project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Southern Geotechnical Consultants.

5. **Independent Contractor.** Southern Geotechnical Consultants is an independent contractor and not an agent for or employee of Client and Southern Geotechnical Consultants is not empowered under the Agreement to make any binding commitments or contracts on Client's behalf nor to supervise any part of Client's project or other contractor's work for any purpose whatsoever.

6. **Disputes.** Any legal action between Client and Southern Geotechnical Consultants arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia, regardless of who initiates the legal action. The parties agree that any legal action filed by either party shall be sent to mediation. If Southern Geotechnical Consultants is the prevailing party in any lawsuit decided by a judge or jury, Southern Geotechnical Consultants shall also be entitled to judgment for its reasonable expenses of litigation, including attorney's fees. Client agrees to indemnify, hold harmless and defend Southern Geotechnical Consultants from any third party action arising out of or related to this Agreement and to services provided by Southern Geotechnical Consultants.

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to both the Client and Southern Geotechnical Consultants, the Client agrees that the liability of Southern Geotechnical Consultants under this Agreement shall be limited to fifty thousand dollars or the total fee for services rendered on this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Southern Geotechnical Consultants shall not be liable for errors or omissions which are not disclosed to Southern Geotechnical Consultants, in writing, within one (1) year of the date of this Agreement. Southern Geotechnical Consultants assumes no liability for damage to others who are not a party to this Agreement and Client agrees to indemnify, hold harmless and defend Southern Geotechnical Consultants from any third party action related to this Agreement and services provided by Southern Geotechnical Consultants.



Southern Geotechnical Consultants shall not be liable for damages resulting from the actions or inactions of governmental agencies. Southern Geotechnical Consultants shall act as an advisor only in all governmental relations.

The Client shall be responsible for disclosing any information and providing any necessary documents related to the property or project necessary to Southern Geotechnical Consultants' performance under this Agreement. Any delays, errors or damages caused by Client's failure to timely provide documents and accurate information is the sole responsibility of Client.

Notwithstanding any other provision of this Agreement, Southern Geotechnical Consultants, its officers, directors, partners, employees, contractors or consultants shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that Client may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

8. Client's Responsibilities. Client will designate to Southern Geotechnical Consultants in writing a person to act as Client's representative who is authorized to receive notices, transmit information and make decisions regarding the project. Except as otherwise agreed, Client will secure the approvals, permits, licenses and consents necessary for performance of the services. Client will provide Southern Geotechnical Consultants with all documents and other information that are pertinent to the services and are reasonably available to Client, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before Southern Geotechnical Consultants performs any subsurface activities, Client will provide it with all plans and other information available to Client concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, Southern Geotechnical Consultants will be entitled to rely upon the accuracy and completeness of the documents and information provided by the Client.

9. Termination. Either party may terminate this Agreement at any time by giving written notice to the other. Termination shall be effective when received by the party being terminated. Southern Geotechnical Consultants may terminate this Agreement at anytime without prior notice due to nonpayment by Client. If this Agreement is terminated, Southern Geotechnical Consultants shall be compensated for work actually performed and expenses incurred up to the date of termination. Southern Geotechnical Consultants shall not be liable for any consequential damages, including but not limited to, loss of use and loss of profit, incurred by the Client because of the termination of this Agreement or any subsequent resumption of the project.

10. Reuse of Documents. All documents (including electronic and computer formats) prepared by or furnished by Southern Geotechnical Consultants pursuant to this Agreement are the copyrighted property of Southern Geotechnical Consultants. Designs, reports, data and other work product delivered to Client are for Client's use only, for the limited purposes disclosed to Southern Geotechnical Consultants. They are not intended or represented to be suitable for reuse by Client or others for any purpose other than that specifically agreed to in this Agreement. Any reuse of documents prepared by Southern Geotechnical Consultants without the specific written consent of Southern Geotechnical Consultants is prohibited. If consent to reuse the documents is granted by Southern Geotechnical Consultants, such reuse shall be at user's sole risk and without liability or legal exposure to Southern Geotechnical Consultants and Client agrees to indemnify and defend Southern Geotechnical Consultants against any liabilities resulting therefrom. Any improper use shall entitle Southern Geotechnical Consultants to further compensation at rates then charged by Southern

Geotechnical Consultants. The parties agree that any breach of this paragraph by the Client or others may result in irreparable harm to Southern Geotechnical Consultants and that it is impossible to measure in money the damages that will accrue to Southern Geotechnical Consultants as the result of such a breach. Therefore, the terms and provisions of this paragraph may be specifically enforced by Southern Geotechnical Consultants in equity, and the Client hereby waives the claim or defense that a remedy at law is adequate for a breach of any of the terms and provisions of this paragraph. Any technology, methodology or technical information learned or developed by Southern Geotechnical Consultants shall remain its property.

11. Record Retention. Southern Geotechnical Consultants will retain records for a maximum of three (3) years from completion of project or termination of Southern Geotechnical Consultants duties.

12. Waiver. If one party waives enforcement of any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time, without further notice to the other party.

13. Assignments. The provisions of this Agreement are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Neither Southern Geotechnical Consultants nor the Client shall assign or transfer its interest in this Agreement without written consent of the other.

14. Modification to Agreement. This Agreement represents the entire agreement between the Client and Southern Geotechnical Consultants and supersedes all prior negotiations, representations or agreements, either written or oral, for this project. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. These Standard Terms and Conditions shall govern over any inconsistent terms in the Agreement. Unless specifically excluded, all terms and conditions of the original contract shall apply to any modification or addendum. All additional work shall be charged to the Client at the standard hourly rates charged by Southern Geotechnical Consultants, unless priced differently in the modification.

15. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform and modify this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These terms and conditions of this Agreement shall survive the completion of the services under this Agreement or and the termination of this Agreement for any cause.

16. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Georgia.

17. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (A) In person, (B) By certified mail, (C) By overnight courier, (D) By fax.

18. Counterparts. The parties may sign several identical counterparts of this Agreement. Any fully signed counterpart shall be treated as an original.

19. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement.

