

ROAD CONSTRUCTION SERVICES AGREEMENT

Contract for Services

Realignment of White Sulphur Road – Phase II

This Road Construction Services Agreement (this "**Agreement**") is made and entered into as of the _____ day of _____, 2025 (the "**Effective Date**"), by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Hall County Board of Commissioners ("**County**") and Wilson Construction Management, LLC, a _____ Prime Contractor ("**Contractor**"), collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, under authority granted to it by the Georgia General Assembly as codified in the Official Code of Georgia Annotated ("O.C.G.A.") § 32-4-42, the County desires to retain a contractor to perform services for a Project (as defined herein) regarding the construction, maintenance, administration, or operation of one or more County roads or activities incident thereto, as defined below; and

WHEREAS, the County, in accordance with O.C.G.A. § 32-4-60 et seq., solicited bids for the Project pursuant to the Invitation for Bid ("IFB") 029-46, dated October 21st, 2025, maintained on file with the Hall County Purchasing Division; and

WHEREAS, the Contractor submitted a complete and timely bid and met all bid requirements such that the County awarded IFB 029-46 to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (as defined herein) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor's bid submittal, the County has selected Contractor as the lowest reliable bidder in accordance with O.C.G.A. § 32-4-68; and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents (as defined herein), the Project (as defined herein), and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, incorporated herein by reference and, where indicated, attached as exhibits hereto, constitute the "**Contract Documents**":

IFB 029-46 and the Contractor's bid and response to IFB 029-46, including, without limitation, all Standard Terms and Conditions, General Conditions, Special Conditions, and affidavits and certifications of Contractor, which are incorporated herein and made a part of this Agreement by reference;

- A. Mandatory Bid Response Sheet, attached hereto as **Exhibit "A"**;
- B. Mandatory Cost Proposal/Bid Form Worksheet, attached hereto as **EXHIBIT "B"**;
- C. Mandatory W-9 Form attached hereto as **EXHIBIT "C"**;
- D. Mandatory Form of Contractor Affidavit (E-Verify) and Contractor Affidavit and Agreement, attached hereto as **EXHIBITS "D.1" and "D.2"**;
- E. Mandatory Ethics Affidavit, attached hereto as **EXHIBIT "E"**;
- F. Mandatory Georgia Security and Immigration Compliance Act Affidavit; attached hereto as **EXHIBIT "F"**;
- G. Forms of Performance Bond and Payment Bond, attached hereto as **EXHIBITS "G.1" and "G.2"**;

- H. Copy of Business License with the State of Georgia; attached hereto as **EXHIBIT "H"**;
- I. Bid Bond; attached hereto as **EXHIBIT "I"**;
- J. Insurance Requirements and Certificate of Insurance, attached hereto as **EXHIBIT "J.1" and "J.2"**;
- K. Forms of Waiver and Release of Lien and Payment Bond Rights Upon Interim and Final Payments, attached hereto as **EXHIBIT "K.1" and "K.2"**;
- L. Final Affidavit; attached hereto as **EXHIBIT "L"**;
- M. Key Personnel, List of Subcontractors, and Subcontractor Affidavit, attached hereto as **EXHIBITS "M.1", "M.2", and "M.3"**;
- N. Georgia Department of Transportation ("**GDOT**") Standard Specifications Construction of Transportation Systems (2021 Edition) and the Supplemental Specifications Modifying the 2021 Standard Specifications Construction of Transportation Systems (2024 Edition), which are both incorporated herein and made a part of this Agreement by reference, and Hall County Special Provisions Modifying GDOT Standard Specifications as identified by name and section in **ATTACHMENT "1"** attached hereto and further described and set forth in the IFB 029-46 (collectively, the "**Construction Requirements**");
- O. Special Conditions, attached hereto as **ATTACHMENT "2"** and further described and set forth in the IFB 029-46 (collectively, the "**Hall County ROW Special Stipulations**");
- P. Standard Specifications: City of Gainesville Standard Specifications for Water Mains, Sanitary and Storm Sewers – June 2025; attached hereto as **ATTACHMENT 3**;
- Q. Utility Coordination: Utility Adjustment Schedules; attached hereto as **ATTACHMENT 4**;
- R. The plans, specifications, drawings, and other documents describing the requirements for construction of the Work ("**Plans and Specifications**"), which are incorporated herein and made a part of this Agreement by reference and attached hereto as **ATTACHMENT 5**; and,

The following, which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto shall also be or become a part of the Contract Documents: all Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents, if properly adopted in writing and executed by the Parties.

Section 2. Project Description; Engineer; Contract Administrator

- A. Project. A general description of the Project is as follows: **Realignment of White Sulphur Road – Phase II** (the "**Project**"). A third-party Engineer (as identified below) has been retained related to this Project.
- B. Engineer. The engineer of record for the Project is: _____ (the "**Engineer**"). The Engineer will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.
- C. Contractor's Representative. _____ (the "**Contractor's Representative**") shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.
- D. Contract Administrator. The Contract Administrator for this Agreement shall be: _____ (the "**Contract Administrator**").
- i. Communications. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the County and the Contractor shall endeavor to communicate with each other through the Contract Administrator about matters arising out of or relating to this Agreement. The Contract Administrator's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.
 - ii. Contractor Responsibilities Unchanged. The duties, obligations, and responsibilities of the Contractor under this Agreement shall in no manner whatsoever be changed, altered, discharged, released, or satisfied by any duty, obligation, or responsibility of the Contract Administrator, Architect/Engineer, or any other party hired by the County. The Contractor is not a third-party beneficiary of any agreement by and between the County and any other party. It is expressly acknowledged and agreed that the duties of the

Contractor to the County are independent of, and are not diminished by, any duties of the Contract Administrator, Architect/Engineer, or any other party to the County.

- E. County's Representative. _____ (the "**County's Representative**") shall be authorized to act on County's behalf with respect to the Work as the County's designated representative on this Project, provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 3. Scope of Work

- A. Scope of Work. The Work to be completed under this Agreement (the "**Work**") includes, but shall not be limited to, the work described in: the Plans and Specifications attached hereto as **ATTACHMENT "5"**, the Mandatory Cost Proposal/Bid Form attached hereto as **EXHIBIT "B"**, the Construction Related Requirements, and elsewhere in the Contract Documents. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services, and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term "reasonably inferable" takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.
- B. Notice to Proceed. The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning the Work ("**Commencement Date**") and the Scheduled Date of Substantial Completion (as defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.
- C. Shop Drawings, Product Data, and Samples. To the extent applicable to the Scope of the Work hereunder, Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for

those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- i. **"Shop Drawings"** are drawings, diagrams, schedules, and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- ii. **"Product Data"** are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- iii. **"Samples"** are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Engineer, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Engineer and Contract Administrator in writing of such deviation at the time of submittal and (1) the Engineer and Contract

Administrator have given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Engineer's approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Engineer's attention to any additional revisions included other than those requested by the Engineer on previous submittals. In the absence of such written notice drawing the Engineer's attention to such additional revisions, the Engineer's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the County and Contract Administrator and shall be delivered to the Contract Administrator or County upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and continue until the earlier of the date of Final Completion (as defined herein) or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work.

The County will issue a written Notice to Proceed to the Contractor pursuant to this Agreement and the Contractor shall commence Work on the day of the Commencement Date stated on the Notice to Proceed. All Work shall be completed as specified no later than 548 days (18 months) after the County issues the Notice to Proceed ("Scheduled Substantial Completion Date"). Final Completion of the entire Work shall be achieved within 90 calendar days after achieving Substantial Completion.

If the Term of this Agreement continues beyond the calendar year in which this Agreement is executed, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without

further obligation on the part of the County on December 31 each calendar year of the Term, and further, that this Agreement shall automatically renew on January 1 of each subsequent calendar year absent the County's provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

- B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed by the Scheduled Substantial Completion Date and if Final Completion is not achieved within 90 calendar days of the date of Substantial Completion. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County the amount specified in the Hall County Special Provisions to the GDOT Standard Specifications – Section 108.08 as set forth in IFB 029-46, incorporated herein by reference, for each and every calendar day that expires after a deadline provided in the Contract Documents, including, without limitation, the Scheduled Substantial Completion Date and Final Completion. Claims related to liquidated damages will be satisfied at or prior to the time of final payment.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
 - (2) An increase in equipment or tools;
 - (3) An increase in hours of work or number of shifts;
 - (4) Expediting delivery of materials; and/or
 - (5) Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County's approval and such approval is provided in writing by the County.

- D. Partial Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for completion of the Project shall be as specified as set forth in **EXHIBIT "B"** attached hereto, and shall not, in any case, exceed \$ 8,408,362.50 (the "**Maximum Contract Price**"), except as outlined in Section 6 below. The Contractor represents that the Maximum Contract Price is sufficient to perform all the Work set forth in and contemplated by this Agreement.

B. Bid Alternate.

- i. Contractor shall provide pricing for the Base Bid and Alternate 1 as outlined in Exhibit B – Mandatory Cost Proposal/Bid Form Worksheet. The County will evaluate both the Base Bid and Alternate 1 and select the lowest responsive and responsible bidder that is in the best interest of the County. If the County includes Alternate 1 in the award, the Contractor must meet Substantial Completion on or before 14 months from Notice to Proceed in order to be eligible for the payment. Furthermore, if Alternate 1 is included in the award and the 14 month Substantial Completion schedule is achieved, payment shall be made to the Contractor in two (2) installments: the first payment will be half of the Alternate 1 Lump Sum amount at the time of Substantial Completion and the second payment will be the second half of the Alternate 1 Lump Sum amount at the time of Final Completion.

C. Payment Requirements.

- i. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
 - a) **"Substantial Completion"** means when the Work or designated portion thereof is complete and open to traffic in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, accessibility (if any), and any other systems or components essential to the County's operations.
 - b) **"Minor Item"** means a non-essential portion or element of the Work that can be totally complete within thirty (30) calendar days.
 - c) **"Permitted Incomplete Work"** means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.

d) **"Final Completion"** means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

- ii. Payment for Work Completed and Goods, Materials and Equipment Acquired. County agrees to pay the Contractor for the Work completed by Contractor upon certification by the Contract Administrator and the County's Representative that the Work was actually completed in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of goods, materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing at the sole discretion of the County's Representative, such goods, materials and equipment suitably stored, insured, and protected off site at a location approved by the County's Representative in writing, less retainage (as described below). Goods, materials, and equipment suitably stored, insured, and protected off site at a secure bonded warehouse or facility owned by the Contractor or Contractor's subcontractors and located in or near Hall County, may be approved by the County's Representative at its sole discretion. A bill of lading, chain of custody, pictures of goods, address and twenty-four (24) hour access to storage locations shall be provided to the County's Representative for goods, materials and equipment stored that may be approved for storage off site. Compensation for Work completed shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work completed, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus the approved Schedule of Values. Each invoice shall be accompanied by a "WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON INTERIM PAYMENT" or a "WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS UPON FINAL PAYMENT" in the case of the invoice for final payment, the forms of which are attached hereto marked **EXHIBIT "K.1" and EXHIBIT "K.2"**, respectively, procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366

The County shall pay the Contractor within thirty (30) calendar days after approval of the invoice by County staff, less any retainage as described below. No payments will be made for unauthorized work. Payment will be

sent to the designated address provided by the Contractor. Notwithstanding the above, the County retains sole discretion to remit payment on any invoice by U.S. mail or by making payment available for pick-up by Contractor's authorized representative.

- iii. **Evaluation of Payment Requests.** The Engineer, Contract Administrator, and the County will evaluate the Contractor's applications for payment and will either issue to the County a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Engineer, Contract Administrator and the County determines is properly due, or notify the Contractor and County in writing of the Architect/Engineer's, Contract Administrator's, and the County's reasons for withholding certification in whole or in part. The Engineer, Contract Administrator, and the County may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the County. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the County shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work are in excess of the actual Work completed, or where the Work provided is unacceptable or not in conformity with the Contract Documents, as determined by the County in its sole discretion. The County shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the County, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the County of Work covered by such invoice, where such work is not in accordance with the Contract Document.

- iv. **Final Payment and Retainage.** The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-81. The Contractor through each invoice may request payment of no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by such invoice. Payment for the remaining five percent (5%) of Work completed and covered by such invoices shall be retained by the County until Substantial Completion. At the discretion of the County and with the written approval of the

Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within thirty (30) days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to two hundred (200) percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or Work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

To the extent Contractor is authorized to hold retainage for any subcontractor, the Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the County; provided, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in its reasonable discretion may require, including, but not limited to, a payment and performance bond.

To the extent any subcontractor is authorized to hold retainage for any lower tier subcontractor, the subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Architect/Engineer, Contract Administrator, and the County that the Work has been satisfactorily completed and is accepted in accordance with this Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Engineer, Contract Administrator, and the County: (1) **EXHIBIT "L"** Final Affidavit, an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied; (2) a certificate of insurance evidencing that insurance, required by the Contract Documents to remain in force through the period of Contractor's Warranty, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the County; (3) consent of surety, if any, to final payment; (4) **EXHIBIT "K.1"** Waiver and Release of Lien and Payment Bond Rights Upon Final Payment, a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers; and (5) if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

- D. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through written Change Orders, as described in

Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- E. Taxes. The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders.

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.
- B. Right to Order Changes. The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.
- D. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in

the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

- E. Change Order Requests. Contractor shall submit a Change Order request including factual justification in accordance with the Contract Documents; the date, time, and location the cost issue was first discovered, reported to the County's Representative, formally documented in writing to the County's Representative; a narrative of the circumstances surrounding the cost issue; diagrams, attachments, and figures; quantity surveys and tabulations, scheduled values, to the satisfaction of the Contract Administrator and the County's Representative. A Change Order request will not be eligible for payment until a formal Change Order is approved by the County and fully executed. The County's approval process may require a minimum of eight business weeks or more to complete and return the Change Order executed to the Contract Administrator.

- F. New and Amended Construction Documents Issued. All new and amended Construction Documents shall be formally issued by the Engineer, Contract Administrator, and County's Representative. The Contractor shall immediately distribute all new and amended Construction Documents to all subcontractors performing work under this Agreement and cause all its subcontractors to provide confirmation of cost and schedule impact. The Contractor shall submit all Change Order requests to the Contract Administrator within fifteen (15) calendar days of receiving new and amended Construction Documents, including all subcontractors' costs and supporting documentation to justify the request and a Change Order will be issued for all Change Order requests approved in accordance with the Contract Documents.

After fifteen (15) calendar days a zero cost and schedule Change Order shall be issued incorporating all new documents included into the contract scope of work, execution of this Change Order shall only require the authorization and signature of the Contract Administrator and does not require signature of the Contractor.

- G. Change Order for Charges Back to Contractor from the County. Should the Contractor become liable to the County for charges owed back to the

County from the Contractor, the Contract Administrator shall approve Change Orders reducing the contract value.

Section 7. Covenants of Contractor.

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Hall County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate this Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.
- B. Meetings. The Contractor is required to meet with the County's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of 24 hours' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, if mutually agreed by the Architect/Engineer, Contract Administrator, and Contractor, a web-based conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.
- C. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying

with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the County. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the County in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

D. Familiarity with the Work.

- i. Contractor Familiarity with Work. Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the County, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities

discovered by the Contractor shall be reported promptly to the Contract Administrator and County in writing prior to performing work or procuring goods, materials or equipment. Contractor represents that it has given the County written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the County is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and County in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the County. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations.

- ii. Partial Omissions of Work. The Contractor has carefully studied, compared and cross-examined each section of the plans and specifications for all partial omissions of the Work that are represented in one or more sections of plans and specifications, but not in other sections, has notified the County of all the omissions, and has obtained the omitted information from the County; otherwise, Contractor shall provide all omitted Work that is reasonably implied by partial representation in one or more sections of plans and specifications but omitted from others.
- iii. Particular Errors of the Work. The Contractor has carefully studied, compared and cross examined each section of the plans and specifications to identify all duplicative, inconsistent, or ambiguous representation of the Work, has notified the County of all duplications, inconsistencies, or ambiguities represented in the Work, and has obtained direction from the County; otherwise, the greater cost of quality or work effort and greater quantity relating to duplicative, inconsistent, or ambiguous requirements be provided by the Contractor. Prior to procuring goods related to conflict, contradiction, duplication, inconsistent, ambiguity or partial omission, the Contractor shall request direction from the Engineer

and Contract Administrator to determine which items or to provide credit to the County or desire to accept as attic stock.

- iv. Examination of Existing Conditions. The Contractor shall, prior to proceeding with the Work, thoroughly examine the existing conditions in, around and adjacent to the limits of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such existing conditions that could render it unsuitable for acceptance or construed as damage or defects caused by the Contractor during the progress of the Work. Failure of the Contractor examine the existing conditions, adequately document and report to the Contract Administrator prior to commencing the Work shall constitute acceptance and responsibility for all existing conditions in, around and adjacent to the limits of the Work and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- v. Inspection of Prior Work. If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County's or separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.
- vi. Contractor Requests for Information. If, with undue frequency (as determined by the County in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the County for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

E. Supervision, Inspection, and Construction Procedures.

- i. Contractor Supervision. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

- ii. Use or storage of explosives. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the

condition, immediately stop Work in the affected area and report the condition to the County and Contract Administrator in writing.

- iii. Maintenance of the Worksite. The Contractor shall maintain the Project and the surrounding worksite from the Commencement Date until Final Completion of the Project. Such maintenance duties include, but shall not be limited to, continuous and effective prosecution of the workday by day with adequate equipment and forces to ensure that the Project worksite is kept in satisfactory condition at all times. All new Work, existing improvements public or private, access ways established for rerouting vehicular or pedestrian traffic around the site, construction fencing, erosion control measures, site stabilization, false work, temporary sign, traffic control devices safety appurtenances, trailers, bathrooms and other General Conditions and Requirements shall be maintained in a safe, sanitary, neat, clean, and satisfactory condition. At the beginning of the months of May, July, and September, Contractor shall neatly maintain, edge, trim trees, bushes, or tall grass, and mow all vegetative growth and dispose of waste and litter as necessary to keep the worksite clean. The Contractor shall remove weeds from around, construction fencing, barrier, poles, standards, utility facilities, and other structures. All maintenance costs during construction and before the Work is accepted will be included in the Maximum Contract Price and the Contractor will not be paid any additional compensation for such maintenance services.
- iv. Repair of Worksite and Private Property in the Case of Damage. From the Commencement Date until the Final Completion of the Project, the Contractor shall take every precaution against injury or damage to any part of the Project and the surrounding worksite by any cause whatsoever. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Project or the worksite before Final Completion and shall bear the expense thereof. The Contractor shall also take every precaution against injury or damage to private property in or around the worksite and shall repair or replace any private property damaged (directly or indirectly) by the Work and shall bear the expense thereof.
- v. Suspension of Work. In case of suspension of Work from any cause whatsoever, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Project, protect the Work, provide for normal drainage and shall erect any necessary temporary structures, signs, or other

facilities at its expense. Where the County elects to carry out a portion of the Work, in accordance with Section 11(A)(ii) of this Agreement, the County will determine if certain precautions are unnecessary and may be waived in that instance.

- F. Tests and Inspections. Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance. Contractor shall provide safe access continuously throughout the Work for all inspections and shall not interfere or limit access of or into and around all areas of the Work.
- G. County's Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability, or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- H. Contractor's Reliance on Submissions by the County. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or

reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

- I. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect/Engineer or Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in this Agreement. If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was authorized in writing by the Contract Administrator or was directly caused by work the County performed, in which event the County shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. If the Contract Administrator or County determines that an appropriate and equitable price reduction is not provided to the County in good faith, the Contract Administrator or County may determine the value, and the cost thereof shall be charged to the Contractor.

- J. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be charged to the Contractor.

- K. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants, or subcontractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform Work related to this Agreement.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not

to represent itself as the County's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

- L. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and County on account of

the performance or character of the Work rendered pursuant to this Agreement.

Contractor shall indemnify, defend, and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers (each party individually, an "**Indemnified Party**") for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("**Liabilities**"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts or omissions Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by an Indemnified Party (collectively, "**Indemnity Obligation**"); provided that such Indemnity Obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor, or anyone for whose acts Contractor or subcontractor may be liable, the Indemnity Obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

With respect to Work related to the adjustment and relocation of water main facilities owned and operated by the City of Gainesville, Georgia ("City"), the City shall be an Indemnified Party.

- M. Insurance. Contractor shall procure the insurance coverages set forth in the Insurance Requirements Exhibit, attached hereto and incorporated herein as **EXHIBIT "J"**.

- N. Bonds. Contractor shall provide Performance and Payment bonds in the forms attached hereto as **EXHIBITS "G.1" and "G.2"** with a surety licensed to do business in Georgia and listed on the Treasury Department's most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- O. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.
- P. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless the Contractor shall provide evidence on County-provided forms, attached hereto as **EXHIBITS "D.1" and "D.2"**, that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **EXHIBIT "E.1"**, and submitted such affidavit to County or provided the County with evidence that it is an individual not required to provide such an affidavit. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the **subcontractor affidavit**, the form of which is attached hereto as **EXHIBIT "D.2"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Engineer or his/her designee shall be authorized to conduct an inspection of the Contractor's and Contractor's subcontractors' verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Engineer or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor's subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor's subcontractors are found to have employed an unauthorized alien, the County Engineer or his/her designee may report same to the Department of Homeland Security. The Contractor's failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

Q. Records, Reports, and Audits.

i. Records:

- a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least five (5) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for five (5) years or until such audit findings have been resolved, whichever is later.

b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

ii. Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records in the form requested by the County. All Records stored on a computer database must be in a format compatible with the County's computer systems and software.

iii. Audits and Inspections: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County's representative(s) for examination all Records. The Contractor will permit the County or County's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County's representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County's office. Further, Contractor shall permit the County or County's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the County or County's representative(s) shall not interfere with or disrupt such activities.

R. Confidentiality. Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to the Georgia Trade Secrets Act of 1990, O.C.G.A. § 10-1-760 et seq., and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- S. Licenses, Certifications, and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit, land development permit, and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the contract and which are legally required. Contractor shall furnish copies of such permits, licenses, etc., to the County within ten (10) days after issuance.
- T. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, members, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- U. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final acceptance by the County, the Contractor shall replace them at its own

expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

- V. Construction Requirements. The Contractor agrees to comply with and perform the Work in accordance with all applicable federal and state laws, regulations, rules, executive orders, policies, guidelines, procedures, directives, and requirements, including, without limitation, the GDOT Standard Specifications Construction of Transportation Systems (2021 Edition), the Supplemental Specifications Modifying the 2021 Standard Specifications Construction of Transportation Systems (2024 Edition), and Hall County Special Provisions Modifying GDOT Standard Specifications as identified by name and section in **ATTACHMENT "1"**, attached hereto and incorporated herein by reference, and as further described and set forth in the IFB 029-46.
- W. Key Personnel. All of the individuals identified in **EXHIBIT "M.1"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in **EXHIBIT "M.1"**, without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.
- X. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

Section 8. Covenants of the County.

Right of Entry. County shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work, provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment. Contractor shall comply with all requirements related to easements, encroachment agreements, or similar access agreements, and shall apply for, obtain approval, and comply with all stipulations of any such required agreements that may be required to perform the Work.

Section 9. Final Project Documents; Warranty.

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, closeout documents specified and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County. Such documents shall be delivered in electronic and paper form, as reasonably requested by the Contract Administrator.
- B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year (the "**Warranty Period**") from the date of Final Completion (as defined in Section 5(B) above) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for one (1) year (the "**Maintenance Period**") from

the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination.

- A. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least five (5) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least five (5) calendar days written notice of its intent to terminate this Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.
- C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and

absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.

- D. Payment. Provided that no damages are due to the County for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.

- E. Assumption of Contracts. The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other

information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

- H. Reservation of Rights and Remedies. The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. County's Right; Contractor Default.

A. County's Rights Related to the Work

- i. County's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the expected date of Final Completion of the Work.
- ii. County's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five (5) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement:
- (a) a failure to fulfill in a timely and proper manner Contractor's obligations

under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least five (5) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate this Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

Section 12. Miscellaneous.

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes

and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Hall County, Georgia or the U.S. District Court for the Ninth Judicial Administrative District, Northeastern Judicial Circuit, and Contractor submits to the jurisdiction and venue of such court.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

i. *Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between Contract Administrator for the County and Contractor's Representative for the Contractor.

ii. *Official Notices.*

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon

actual delivery when sent via national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

Notice to County shall be sent to:

County Engineer/County's Representative:

Brent Cook, PE, PTOE, RSP1

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

Notice to Contractor shall be sent to:

Daniel Miller
6365 McDonough Drive
Norcross, GA 30093

- G. Waiver of Agreement. No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.
- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, indemnification obligations, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees,

representatives, consultants, servants, agents, attorneys, or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys, and volunteers.

- K. Force Majeure. Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.
- M. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and Contractor's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in this Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the Effective Date first written above.

CONTRACTOR:


Wilson Construction Management, LLC

By: 

Name: Daniel Miller


Title: Vice President

APPROVED AS TO FORM


Nathaniel R. Anderson,
Senior Assistant County Attorney

[SEAL]

Attest/Witness:

By: 
Ginna Miele, Estimator



Name: Ginna Miele

Title: Estimator

HALL COUNTY, GEORGIA

By: _____

Title: _____

[COUNTY SEAL]

Attest:

By: _____
County Clerk