

HALL COUNTY BOARD OF COMMISSIONERS VOTING MEETING AGENDA

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, June 13, 2024 - 06:00 PM

Call to Order

Approve Agenda

Invocation

1 Chairman Richard Higgins

<u>Pledge</u>

2 Commissioner Kathy Cooper

Public Comments - Agenda Items Only (2 minutes per speaker/20 maximum)

Consent Agenda

- 3 Approve the June 10, 2024 Work Session minutes.
- 4 Approve the June 10, 2024 Executive Session minutes.
- 5 Approve the June 10, 2024 Meeting minutes.
- 6 Approve the May 23, 2024 Voting Meeting minutes.
- Approve the award of IFB #003-45 Electrical Repair Services for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA and Capital City Electrical Services, LLC of Norcross, GA. The estimated annual cost is \$70,956.00.
- Approve the award of RFQ/P #44-030 Demand Services for On-Call Roofing Installation and Repair Services for Facilities Management to Bone Dry Roofing Company of Bogart, GA, Core Roofing Systems, LLC of Alpharetta, GA and Roof Technology Partners, LLC of Woodstock, GA. The estimated annual cost is \$1,012,661.00.
- Approve the award of IFB #009-45 Inmate Grocery & Meat Products Supply Services for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA, Sysco Atlanta of College Park, GA and Aasdel Corporation of Norcross, GA. The estimated annual cost is \$150,000.00.

- Approve the award of IFB #008-45 Inmate Clothing & Related Items Supply for the Correctional Institution and Jail to Bob Barker Company, Inc. of Fuquay-Varina, NC, Hard Time Products, LLC of Rome, GA and Victory Supply, Inc. of Mount Pleasant, TN. The estimated annual cost is \$93,500.00.
- Approve the award of RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance for Building Maintenance to J.R. Hobbs Co-Atlanta of Lawrenceville, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Mechanical, LLC of Lula, GA. The estimated annual cost is \$1,556,201.56.
- Approve the renewal of the annual contract for RFQ/P #44-001 Demand Services for On-Call Flooring Contractors for various County departments to Covered + Clad Commercial Finishes of Buford, GA. The estimated annual cost is \$85,700.00.
- Approve the renewal of the annual contract for RFQ/P #41-002 Demand Services for On-Call Concrete Contractors for various County departments to Chattachoochee Group, Inc. of Clermont, GA, Multiplex, LLC of Duluth, GA and Sol Construction, LLC of Atlanta, GA. The estimated annual cost is \$225,978.00.
- Approve the award of IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA, FireLine, Inc. of Winder, GA and Ten-8 Fire and Safety, LLC of Forsyth, GA. The estimated annual cost is \$51,895.00.
- Approve the award of IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is \$130,000.00.
- Approve the ratification of Change Order #1 under RFQ/P #41-001 Demand Services for Civil Engineering Services for permitting, inspection, and plan review services for Planning & Development to CPL Architects, Engineers, Landscape Architect & Surveyor, D.P.C. (P.C.) of Suwanee, GA, in the amount of \$372,545.00.
- Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC, of Columbus, GA. The estimated annual cost is \$140,228.00.
- Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is \$200,000.00.
- Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is \$545,000.00.
- Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering Services for Public Works & Utilities to CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, Atlas Technical Consultants, LLC of Duluth, GA and Hussey Gay Bell & De Young International, Inc. of Duluth, GA. The estimated annual cost is \$1,184,970.00.

- Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$2,075,100.00.
- Approve the award of Task Order #2024-038 Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing Subidvision under RFQ #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Simpson's Trucking & Grading, Inc. of Gainesville, GA, in the amount of \$376,376.00.
- Approval and authorization for the Chairman to execute a donation site agreement between Hall County and ATS Operating, LLC to collect donations from Hall County Recycling Center donation sites.
- Approve the ratification of the application for the US Department of Transportation's Rural Surface Transportation Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2, in the amount of \$62,011,681.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A match of \$15,502,921.00 will be required.
- Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of real property located at 7210 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000130, for the sum of \$623,000.00, authorization for the payment of qualifying moving expenses in the amount of \$11,908.14, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.
- Approval and authorization for the Chairman to execute a resolution to ratify and affirm all actions taken in furtherance of the purchase of Parcel 073, Hall County tax parcel number 15042 000080, also known as 7030 Spout Springs Road, for the sum of \$390,000.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.
- Approve Change Order #1 for design and construction services for Fire Station #17 to Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA, in the amount of \$158,000.00.
- Approve the award of IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is \$86,106.00.
- Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is \$171,611.53.
- Approve the ratification of Change Order #1 for inmate food service for the Hall County Jail to Trinity Services Group, Inc. of Oldsmar, FL, in the amount of \$260,000.00.

- Approve the award of RFQ/P #45-006 Inmate Food Service for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is \$1,000,000.00.
- Approve the ratification of Change Order #1 for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, in the amount of \$234,000.00.
- Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated cost is \$1,500,000.00.
- Approve the 2023 personal property refund in the amount of \$1,145.61 for overpayment of Hall County taxes regarding account #337224 to Rachel Machamer.
- Approve Change Order #2 for additional professional service hours for Reappraisal & Equalization Assistance of Certain Real Property for the Tax Assessor's Office to Georgia Mass Appraisal Solutions and Services, Inc. (GMASS) of Norwood, GA, in the amount of \$149,658.00.

Other Business - Financial Services

Present the proposed Fiscal Year 2025 Budget and Public Hearing.

Public Hearing to amend Hall County's Zoning Map as follows:

- 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | Commission District 4 | Randy Matheny, applicant
- 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | Commission District 2 | Kimberly Zax, applicant
- 4199 Perry Drive | Appeal a Planning Commission Decision for a Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | Commission District 3 | Nicholas DiQuollo, applicant; George E. Lee, appellant

County Administrator

Commission Time

<u>Adjourn</u>

Hall County Government welcomes people with disabilities and their trained service animals. For questions about accessibility or to request reasonable accommodations please contact Maria Tuck, Compliance Specialist at 770-531-6712 48 hours prior to the event or as soon as possible.



Invocation

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 598/2023

SUBJECT: Chairman Richard Higgins

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: n

Recommendation:

n/a

Purpose of Request: History:

Facts and Issues: Options:

Funding Requested \$ 0.00
Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Approve	Clerk
AO	AO

No

Attachments:



Pledge

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 599/2023

SUBJECT: Commissioner Kathy Cooper

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: n

Recommendation:

n/a

Purpose of Request: History:

Facts and Issues: Options:

\$ 0.00 **Funding Requested** Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Approve	Clerk
AO	AO

No

Attachments:



Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 350/2024

SUBJECT: Approve the June 10, 2024 Work Session minutes.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: CA

Recommendation:

Approve.

Purpose of Request: History:

Approve the June 10, 2024 Work Session minutes.

Facts and Issues: Options:

Funding Requested \$ 0.00
Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item? 2024-06-13

Approvals:

Approve	Attorney	Administration	Clerk	
JR	WLI	CR	JR	

Attachments:

June 10, 2024 Work Session Minutes



HALL COUNTY BOARD OF COMMISSIONERS WORK SESSION MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, June 10, 2024 - 03:00 PM

Call to Order

Chairman Higgins at 3:01 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, and County Attorney William Linkous III

Presentation/s

Brent Hoffman, CEO of North Georgia Land Trust, addressed the Board.

1 North Georgia Land Trust

Tony Herdener, Greenspace Chair of the Vision 2030 Greenspace Committee, addressed the Board.

2 Vision 2030 Greenspace Committee

Corrections and Maintenance

Kevin Ivey, Superintendent of Facilities Management, addressed the Board.

Approve the award of IFB #003-45 Electrical Repair Services for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA and Capital City Electrical Services, LLC of Norcross, GA. The estimated annual cost is \$70,956.00.

Consent

Approve the award of RFQ/P #44-030 Demand Services for On-Call Roofing Installation and Repair Services for Facilities Management to Bone Dry Roofing Company of Bogart, GA, Core Roofing Systems, LLC of Alpharetta, GA and Roof Technology Partners, LLC of Woodstock, GA. The estimated annual cost is \$1,012,661.00.

Consent

Approve the award of IFB #009-45 Inmate Grocery & Meat Products Supply Services for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA, Sysco Atlanta of College Park, GA and Aasdel Corporation of Norcross, GA. The estimated annual cost is \$150,000.00.

Consent

Financial Services

Taylor Samples, Interim Director of Financial Services, addressed the Board.

Approve the award of IFB #008-45 Inmate Clothing & Related Items Supply for the Correctional Institution and Jail to Bob Barker Company, Inc. of Fuquay-Varina, NC, Hard Time Products, LLC of Rome, GA and Victory Supply, Inc. of Mount Pleasant, TN. The estimated annual cost is \$93,500.00.

Consent

Approve the award of RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance for Building Maintenance to J.R. Hobbs Co-Atlanta of Lawrenceville, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Mechanical, LLC of Lula, GA. The estimated annual cost is \$1,556,201.56.

Consent

Approve the renewal of the annual contract for RFQ/P #44-001 Demand Services for On-Call Flooring Contractors for various County departments to Covered + Clad Commercial Finishes of Buford, GA. The estimated annual cost is \$85,700.00.

Consent

Approve the renewal of the annual contract for RFQ/P #41-002 Demand Services for On-Call Concrete Contractors for various County departments to Chattachoochee Group, Inc. of Clermont, GA, Multiplex, LLC of Duluth, GA and Sol Construction, LLC of Atlanta, GA. The estimated annual cost is \$225,978.00.

Consent

10 Present the proposed Fiscal Year 2025 Budget and Public Hearing.

Fire Rescue

Jerry Smith, Fire Chief, addressed the Board.

Approve the award of IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA, FireLine, Inc. of Winder, GA and Ten-8 Fire and Safety, LLC of Forsyth, GA. The estimated annual cost is \$51,895.00.

Consent

Approve the award of IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is \$130,000.00.

Consent

Planning and Development

Randi Doveton, Director of Planning and Development, addressed the Board.

Approve the ratification of Change Order #1 under RFQ/P #41-001 Demand Services for Civil Engineering Services for permitting, inspection, and plan review services for Planning & Development to CPL Architects, Engineers, Landscape Architect & Surveyor, D.P.C. (P.C.) of Suwanee, GA, in the amount of \$372,545.00.

Consent

Beth Garmon, Assistant Director of Planning and Development, addressed the Board.

- 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | Commission District 4 | Randy Matheny, applicant
- 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | Commission District 2 | Kimberly Zax, applicant
- 4199 Perry Drive | Appeal a Planning Commission Decision for a Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | Commission District 3 | Nicholas DiQuollo, applicant; George E. Lee, appellant

Public Works and Utilities

Bill Nash, Director of Public Works and Utilities, addressed the Board.

Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC, of Columbus, GA. The estimated annual cost is \$140,228.00.

Consent

Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The estimated annual cost is \$200,000.00.

Consent

Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is \$545,000.00.

Consent

Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering Services for Public Works & Utilities to CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, Atlas Technical Consultants, LLC of Duluth, GA and Hussey Gay Bell & De Young International, Inc. of Duluth, GA. The estimated annual cost is \$1,184,970.00.

Consent

Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$2,075,100.00.

Consent

Approve the award of Task Order #2024-038 Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing Subidvision under RFQ #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Simpson's Trucking & Grading, Inc. of Gainesville, GA, in the amount of \$376,376.00.

Consent

Approval and authorization for the Chairman to execute a donation site agreement between Hall County and ATS Operating, LLC to collect donations from Hall County Recycling Center donation sites.

Consent

Approve the ratification of the application for the US Department of Transportation's Rural Surface Transportation Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2, in the amount of \$62,011,681.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A match of \$15,502,921.00 will be required.

Consent

Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of real property located at 7210 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000130, for the sum of \$623,000.00, authorization for the payment of qualifying moving expenses in the amount of \$11,908.14, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Consent

Approval and authorization for the Chairman to execute a resolution to ratify and affirm all actions taken in furtherance of the purchase of Parcel 073, Hall County tax parcel number 15042 000080, also known as 7030 Spout Springs Road, for the sum of \$390,000.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.

Consent

Approve Change Order #1 for design and construction services for Fire Station #17 to Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA, in the amount of \$158,000.00.

Consent

Sheriff's Office

Lieutenant John Morgan, Sheriff's Office, addressed the Board.

Approve the award of IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is \$86,106.00.

Consent

Captain Chris Dale, Sheriff's Office, addressed the Board.

Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is \$171,611.53.

Consent

Approve the ratification of Change Order #1 for inmate food service for the Hall County Jail to Trinity Services Group, Inc. of Oldsmar, FL, in the amount of \$260,000.00.

Consent

Approve the award of RFQ/P #45-006 Inmate Food Service for the Hall County Jail to Kellwell Food Management of Beattyville, KY. The estimated annual cost is \$1,000,000.00.

Consent

Approve the ratification of Change Order #1 for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, in the amount of \$234,000.00.

Consent

Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated cost is \$1,500,000.00.

Consent

Tax Assessors

Steve Watson, Chief Appraiser, addressed the Board.

Approve the 2023 personal property refund in the amount of \$1,145.61 for overpayment of Hall County taxes regarding account #337224 to Rachel Machamer.

Consent

Approve Change Order #2 for additional professional service hours for Reappraisal & Equalization Assistance of Certain Real Property for the Tax Assessor's Office to Georgia Mass Appraisal Solutions and Services, Inc. (GMASS) of Norwood, GA, in the amount of \$149,658.00.

Consent

County Administrator

Mr. Propes did not have any items to report.

Public Comments

The following people addressed the Board:

- Phillip and Heather Collier, 6243 Laurel Wood Trail, Flowery Branch
- Carol Brown, 3275 Hall Drive, Gainesville

Commission Time

The Commissioners did not have any items to report.

<u>Adjourn</u>

Chairman Higgins adjourned the meeting at 4:01 p.m.



Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 348/2024

SUBJECT: Approve the June 10, 2024 Executive Session minutes.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: CA

Recommendation:

Approve.

Purpose of Request: History:

Approve the June 10, 2024 Executive Session minutes.

Facts and Issues: Options:

Funding Requested \$ 0.00
Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item? 2024-06-13

Approvals:

Approve	Attorney	Administration	Clerk	
JR	WLI	CR	JR	

Attachments:



Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 351/2024

SUBJECT: Approve the June 10, 2024 Meeting minutes.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: CA

Recommendation:

Approve.

Purpose of Request: History:

Approve the June 10, 2024 Meeting minutes.

Facts and Issues: Options:

Funding Requested \$ 0.00
Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item? 2024-06-13

Approvals:

Approve	Attorney	Administration	Clerk	
JR	WLI CR		JR	

Attachments:

June 10, 2024 Meeting Minutes



HALL COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, June 10, 2024 - 02:30 PM

Call to Order

Commissioner Powell at 2:30 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, and County Attorney William Linkous III

Commissioner Cooper/Commissioner Stowe — to go into Executive Session at 2:30 p.m. — Vote: 4 to 0

Commissioner Cooper —aye

Commissioner Powell — aye

Chairman Higgins — absent

Commissioner Poole — aye

Commissioner Stowe — aye

Motion passed.

Executive Session

Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

Chairman Higgins entered the meeting at 2:34 p.m.

Commissioner Powell/Commissioner Poole — to adjourn the Executive Session at $2:53\ p.m.$ — unanimous

Adjourn

Commissioner Powell/Commissioner Cooper — adjourn the Meeting at 2:53 p.m. — unanimous



Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 349/2024

SUBJECT: Approve the May 23, 2024 Voting Meeting minutes.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: CA

Recommendation:

Approve.

Purpose of Request: History:

Approve the May 23, 2024 Voting Meeting minutes.

Facts and Issues: Options:

Funding Requested \$ 0.00 **Are funds within current budget?** No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item? 2024-06-13

Approvals:

Approve	Attorney	Administration	Clerk	
JR	WLI CR		JR	

Attachments:



HALL COUNTY BOARD OF COMMISSIONERS VOTING MEETING MINUTES

Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org
Thursday, May 23, 2024 - 06:00 PM

Call to Order

Chairman Higgins at 6:00 p.m.

Present:

Chairman Richard Higgins, Vice-Chairman Gregg Poole and Commissioners Kathy Cooper, Billy Powell and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrator Casey Ramsey, Commission Clerk Jennifer Rivera, County Attorney William Linkous III, and Assistant County Attorney Justin Lawhon

Approve Agenda

Commissioner Powell/Commissioner Poole — approve — unanimous

Invocation

1 Chairman Richard Higgins

Pledge

2 Commissioner Jeff Stowe

Public Comments

There were no comments from the public.

Proclamation/s

Approve the Proclamation proclaiming May 19-25, 2024 as National Emergency Medical Services (EMS) Week.

Commissioner Cooper presented Fire Chief Jerry Smith and members of Fire Rescue with the Proclamation.

Commissioner Stowe/Commissioner Powell — approve — unanimous

Consent Agenda

Commissioner Powell/Commissioner Stowe — approve — unanimous

- 4 Approve the May 20, 2024 Work Session minutes.
- 5 Approve the May 10, 2024 TSPLOST Referendum Meeting minutes.
- 6 Approve the May 8, 2023 Voting Meeting minutes.
- 7 Approve the May 8, 2024 Executive Session minutes.
- 8 Approve the May 8, 2024 Meeting minutes.
- Approve the nominations of Alan Wayne, Brian Daniel and Alex Wayne to the Airport Advisory Committee to serve a term from June 6, 2024 to ending June 5, 2027. Commission Districts 1, 2, 3, and 4.
- Approve the re-appointment of Keith Morris to the Chicopee Woods Greens Committee to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.
- Approve the appointment of Jesse Patton to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.
- Approve the re-appointment of Brent Hoffman to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.
- Approve the re-appointment of Renee Gerrell to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.
- Approve the appointment of Bob Norton to the Citizens Advisory Committee of the Gainesville Hall Metropolitan Planning Organization (MPO) to serve a term from July 1, 2024 to June 30, 2027. Commission District 4.
- Approve the re-appointment of Commissioner Billy Powell to the Convention and Visitor's Bureau (CVB) to serve a term from June 12, 2024 to June 11, 2025. Chairman's Appointment.
- Approve the re-appointment of Christine Cave to the Convention and Visitor's Bureau (CVB) to serve a term from June 12, 2024 to June 11, 2025. Administrator's Appointment.
- Approve the re-appointment of Karla Swafford to the Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- Approve the re-appointment of Avery Niles to the Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council to serve a term from July 1, 2024 to June 30, 2026. Commission Districts 1, 2, 3, and 4.

- Approve the appointment of Ginger Folger to the Department of Family & Children Services to serve a term from July 1, 2024 to June 30, 2029. Commission District 4.
- Approve the re-appointment of Deborah Mack to the Georgia Mountains Regional Commission (GMRC) to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.
- Approve the re-appointment of Commissioner Kathy Cooper to the Library Board to serve a term from July 1, 2024 to June 30, 2025. Commission Districts 1, 2, 3, and 4.
- Approve the re-appointment of John Delzell to the Library Board to serve a term from July 1, 2024 to June 30, 2027. Commission District 2.
- Approve the appointment of Connie Higgins to the Library Board to serve a term from July 1, 2024 to June 30, 2027. Chairman's Appointment.
- Approve the re-appointment of Mark Arnold to the Region II Emergency Medical Services (EMS) Advisory Council to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
- Approve the renewal of the annual contract for IFB #001-43 Athletic Uniforms Supply for Parks & Leisure to Hobbs Sporting Goods, Inc. of Gainesville, GA. The estimated annual cost is \$62,440.00.
- Approve the renewal of the annual contract for RFQ/P #44-012 Athletic Officiating Services for Parks & Leisure to Hall County Officials of Flowery Branch, GA. The estimated annual cost is \$148,000.00.
- Approve the renewal of annual contract for IFB #012-43 Elevator Repair Services for Facilities Management to Premier Elevator Company (dba Elevated) of Stockbridge, GA. The estimated annual cost is \$65,050.00.
- Approve the award of Task Order #2024-032 Courtroom Lighting Conversion for 4th Floor of Hall County Courthouse under RFQ #43-007 Demand Services for On-Call Electrical Contractors for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of \$167,696.00.
- Approve the award of IFB #014-45 New Tires, Related Parts and Services for various County departments to Kesler Tire Service, Inc. of Gainesville, GA and Harrison Tire Service of Gainesville, GA. The estimated annual cost is \$473,935.00.
- Approve the renewal for the annual contract for 911 Computer Aided Dispatch Services for Central Communications/911 to TriTech Software Systems of Lake Mary, FL, in the amount of \$162,894.31.
- Approve the renewal of the annual contract for IFB #001-44 Bottle Water Services for various County departments to Fontis Water, Inc. of Marietta, GA. The estimated annual cost is \$56,576.00.
- Approve the renewal of the annual contract for IFB #011-44 Uniform Purchase for various County departments to Strongpoint, LLC of Gainesville, GA and Uniforms Unlimited of Athens, GA. The estimated annual cost is \$112,850.00.

- Approve the renewal of the annual contract for RFQ #42-006 Demand Services for On-Call Plumbing Contractors for various County departments to B&W Mechanical Contractors, Inc. of Lawrenceville, GA and Stripes Plumbing Contractors, LLC of Gainesville, GA. The estimated annual cost is \$138,357.00.
- Approve the renewal of the annual contract for IFB #017-44 Drug Screen Kits & Services for various County departments to Redwood Toxicology Laboratory, Inc. of Santa Rosa, CA. The estimated annual cost is \$140,025.00.
- Approve the renewal of the annual contract for RFQ #43-007 Demand Services for On-Call Electrical Contractors for various County departments to Capital City Electrical Services, LLC of Norcross, GA and DeHart & Hill Electric, Inc. of Cumming, GA. The estimated annual cost is \$153,900.00.
- Approve the renewal of the annual contract for IFB #006-44 Office Supplies for various County departments to Perimeter Office Products of Lawrenceville, GA and Advanced Office Solutions of Gainesville, GA. The estimated annual cost is \$161,818.00.
- Approve the renewal of the annual contract for IFB #023-42 Waste-Refuse Collection Services for various County departments to Waste Pro of GA, Inc. of Athens, GA. The estimated annual cost is \$183,206.00.
- Approve the renewal of the annual contract for IFB #012-44 Vehicle Fuels Delivery for various County departments to Mansfield Oil Company of Gainesville, Inc. of Gainesville, GA. The estimated annual cost is \$187,710.00.
- Approve the renewal of the annual contract for IFB #009-43 Prescription and Over-the-Counter (OTC) Sundry Drugs for the Jail and Correctional Institution to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is \$200,865.00.
- Approve the award of IFB #002-45 Disposable EMS Supply for Fire Rescue to Bound Tree Medical, LLC of Dublin, OH. The estimated annual cost is \$385,000.00.
- Approve the renewal of the annual contract for IFB #023-43 for Fire & EMS Uniform Supply for Fire Rescue to S.T.A.R. Apparel & Plastics, Inc. of Oakwood, GA and North America Fire Equipment Co. (NAFECO) of Decatur, AL. The estimated annual cost is \$410,750.00.
- Approve the renewal of the annual contract for IFB #016-44 Traffic Control Supplies for Traffic Engineering to Vulcan Signs of Foley, AL. The estimated annual cost is \$60,853.00.
- Approve the renewal of the annual contract for RFQ/P #44-005 Demand Services for On-Call Right of Way Services to Atlas Technical Consultants, LLC of Duluth, GA, BM&K, PC of Braselton, GA, Croy Engineering, LLC of Marietta, GA, Johnson, Mirmiran & Thompson, Inc. of Hunt Valley, MD, and THC, Inc. of Duluth, GA. The estimated annual cost is \$600,000.00.
- Approve the renewal of the annual contract for RFQ/P #41-006 Engineering Demand Services for Hall County Sewer System for Public Works & Utilities to Civil Engineering Consultants, Inc. of Marietta, GA, AECOM of Atlanta, GA and Tetra Tech, Inc. of Atlanta, GA. The estimated annual cost is \$600,000.00.

- Approve the renewal of the annual contract for RFQ/P #43-004 Sewer System Operations Service for Public Works & Utilities to ClearWater Solutions, LLC of Auburn, AL. The estimated annual cost is \$974,841.00.
- Approve the sole source purchase of In-Lieu Fee Credits related to Sardis Road Connector Project for Public Works & Utilities to Georgia-Alabama Land Trust, Inc. of Piedmont, AL, in the amount of \$2,379,500.00.
- Approval and authorization for the Chairman to execute a Underground Easement between Hall County and Georgia Power Company to construct, operate, maintain, repair, renew and rebuild under the easement area its lines for transmitting electric current at 1292 SE Athens Street. Commission District 4.
- Approve the acceptance of a \$142,375.00 Irrevocable Letter of Credit for Streets and Stormwater Management Facilities in Westchester Subdivision. Commission District 4.
- Approve the acceptance of a \$980,202.00 Guaranty Performance/Maintenance Agreement for Sewer in Union Heights Subdivision. Commission District 1.
- Approve the acceptance of a \$1,271,588.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Union Heights Subdivision. Commission District 1.
- Approve the purchase of one (1) fully equipped 2018 and one (1) fully equipped 2020 Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Thomas J. Madden and Associates, Inc. of Braselton, GA, in the amount of \$60,000.00.
- Approve the award of IFB #004-45 Emergency Lighting & Sirens Supply to West Chatham Warning Devices, Inc. of Savannah, GA. The estimated annual cost is \$385,000.00.

Other Business - Appointments for Consideration

- Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
 - Commissioner Stowe/Commissioner Powell appoint Elizabeth Umberson unanimous
- Department of Behavioral Health & Developmental Disabilities (DBHDD) Region 1 Advisory Council appointment to serve a term from July 1, 2024 to June 30, 2027. Commission Districts 1, 2, 3, and 4.
 - Commissioner Stowe/Commissioner Poole appoint Jodie Cannon Kidd unanimous
- Library Board appointment to serve a term from July 1, 2024 to June 30, 2027. Commission District 3.
 - Commissioner Poole/Commissioner Stowe appoint Amy Brigham unanimous

Public Hearing to amend Hall County's Zoning Map as follows:

Beth Garmon, Assistant Director of Planning and Development, addressed the Board.

6305 Garden Lane | Use Subject to County Commission Approval | 17.110.040.O.Community Residences that fail to meet all requirements for an administrative occupancy permit | on a 0.97± acre tract located on the north side of Garden Lane, at its intersection with Spout Springs Road | Zoned AR-III; Tax Parcel 15046C000003 | Proposed Use: Community residence | Commission District 1 | Priority Personal Care Home, LLC, applicant

Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

• Daniel Stancea, 6305 Garden Lane, Flowery Branch

Commissioner Cooper/Commissioner Poole — approve — unanimous

4410 Holly Springs Road | Use Subject to County Commission Approval | 17.120.040.0. Telecommunications facilities | on a 100.37± acre tract located on the south side of Holly Springs Road, approximately 2,300 feet from its intersection with Bryant Quarter Road | Zoned AR-IV; Tax Parcel 15002 000061 | Proposed Use: Telecommunications facility | Commission District 3 | Verizon Wireless c/o Wayne Bruce, Pyramid Network Services, applicant

Mr. Lawhon introduced the item. Ms. Garmon discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:

Favor:

• Wayne Bruce, 1901 Munford Place, McDonough

Commissioner Poole/Commissioner Stowe — approve with the six (6) conditions listed below — unanimous

Conditions:

- 1. The proposed tower shall be located as shown on the site plan and as described in the narrative both dated on February 16, 2024, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
- 2. The total height of the tower and all appurtenances, including lightning rods, shall be limited to 265 feet as shown on the proposed construction drawings.
- 3. The applicant shall provide an updated Federal Aviation Administration (FAA) Determination of No Hazard to Air Navigation letter prior to applying for any permits for the project.
- 4. All federally required signage shall be permitted at the tower site.
- 5. No variances or development exceptions are granted as part of this request unless explicitly listed herein.
- 6. All conditions of zoning shall be made part of any plats or development plans created for the property.

County Administrator

Mr. Propes addressed the Board. He stated the following:

• Hall County Offices will be closed on Monday, May 27, 2024 in observance of the Memorial Day holiday.

Commission Time

Commissioner Jeff Stowe, District 4, stated splash pads at Laurel and Butler Parks are opening this weekend with a special event being held at Butler Park.

<u>Adjourn</u>

Commissioner Powell/Commissioner Stowe — adjourn at 6:14p.m. — unanimous



Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 303/2024

Approve the award of IFB #003-45 Electrical Repair Services for Facilities

SUBJECT: Management to DeHart and Hill Electric, Inc. of Cumming, GA and Capital

Management to DeHart and Hill Electric, Inc. of Cumming, GA and Capital City Electrical Services, LLC of Norcross, GA. The estimated annual cost is

\$70,956.00.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: KI

Recommendation:

Approve.

Purpose of Request:

Approve the award of IFB #003-45 Electrical Repair Services for Facilities Management to DeHart and Hill Electric, Inc. of Cumming, GA and Capital City Electrical Services, LLC of Norcross, GA. The estimated annual cost is \$70,956.00.

History:

This is a new contract for FY 25. DeHart and Hill Electric was the previous contract holder and is a vendor in good standing with the County. Capital City is also a vendor in good standing with the County and is currently a vendor on our Demand Services for On-Call Electrical Contractors. By awarding two (2) vendors, Facilities Management and other County Departments will be able to have the repair services needed to complete projects in a timely manner.

Facts and Issues:

This will be year one (1) of a possible five (5) year contract.

Options:

Funding Requested \$ 70,956.00

Are funds within current budget? Yes
Source of Funds Various

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
JD	WD	AP	EW
Finance	Attorney	Administration	Clerk

Attachments:

Financial Supplement Contract



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 303/2024

Funds Requested: \$ 70,956.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$70,956.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: KI **Phone:** 678-616-4517



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

05/16/2024

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

documents for:

Date:

Bid/Contract No: 003-45

Bid/Contract Name: Electrical Repair Services Annual Contract

Department(s) Requesting Contract: Facilities Management

Award Recipient Name: DeHart & Hill Electric and Capital City Electric

Contract Description:

Prior Year's Spend: \$56,765

☐ Price Increase Requested Increase Percentage: 0%

☐ Product Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract.
This is a new contract for FY25. DeHart and Hill was the contract holder on the previous contract and is a vendor in good standing with the County.
Capital City is also a vendor in good standing with the County and is currently a vendor on our Demand Services for On-Call Electrical
Contractors. By awarding two (2) vendors, Facilities Management and others will be able to have the repair services required completed in a timely manner.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT # 003-45**

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings For the provision of

Electrical Repair Services Annual Contract

ARTICLE #101 - INTRODUCTION

This Contract for Electrical Repair Services (hereinafter "Services") as entered into on _______, and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and ______ Capital City Elec__, located at _____ Norcross, GA (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY COST PROPOSAL WORKSHEET, as

incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A

C. <u>Price Escalation Clause</u>. - Contractor may request up to a <u>three-percent (3%)</u> price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Kevin Ivey

Facilities Management Superintendent

1694 Barber Rd.

Gainesville, GA 30507

Email: kivey@hallcounty.org

Ph: (770)531-6823

COUNTY ISSUING OFFICER

Julie Dorough

Buyer

Hall County Purchasing Division

2875 Browns Bridge Rd Gainesville, GA 30504 idorough@hallcounty.org

Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Name Rick Moore

Title Estimator/Acct Mgr

Address 1 1346 Oakbrook Dr., Suite 170A

Address 2

City, State, Zip Norcross, GA 30093

Ph: 470-929-0560

Email: rick.moore@ccelect.com

REMIT-TO ADDRESS (if different).

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. (not applicable)

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract and as required for claims made policies.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or

performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury

e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Personc. \$500,000 per Occurrenced. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- f. Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

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

- invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE #103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE #122 or terminate the Contract (ARTICLE #108 – TERMINATION PROVISIONS).
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 -- PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

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

ARTICLE # 129 - CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 - HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS .

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

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

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

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

Capital City Electrical Services HALL COUNTY, GEORGIA Print Name: Charlie Brooks Richard Higgins, Chairman Title: President Hall County Board of Commissioners Date: Sworn to and subscribed before me this Attestment: **Board of Commissioners Clerk** 2 Day of Approved as to Form Notary Public: No. S. G. Nathaniel R. Anderson, commission expires: Senior Assistant County Attorney Stamp



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT # 003-45**

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings For the provision of

Electrical Repair Services Annual Contract

ARTICLE #101 - INTRODUCTION

This Contract for Electrical Repair Services (hereinafter "Services") as entered into on 4/24/24 and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Defart and Hill Electrocated at 455 Tolbert St., Cumming Ga (Hereinafter "Contractor"). Contractor is an entity that is legally 30040 registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY COST PROPOSAL WORKSHEET, as

incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A

C. Price Escalation Clause. - Contractor may request up to a three-percent (3%) price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Kevin Ivev

Facilities Management Superintendent

1694 Barber Rd.

Gainesville, GA 30507

Email: kivey@hallcounty.org

Ph: (770)531-6823

COUNTY ISSUING OFFICER

Julie Dorough

Buyer

Hall County Purchasing Division

REMIT-TO ADDRESS (if different).

2875 Browns Bridge Rd Gainesville, GA 30504

jdorough@hallcounty.org

Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Name

Shawn J Hill

Owner Title

Address 1 455 Tolbert Street

Address 2

City, State, Zip Cumming, GA 30040 Ph: 678-947-3650

Email shill@dehartandhillelectric.com

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) oneyear renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modern	nization projects, until substantial and
final completion of Services according to a	greed time-schedule of
N/A	and after all sub-contractor(s) and
material suppliers' liens are satisfied.	

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

- The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition
 precedent to providing the Services, the revocation or loss of such license or
 certification may result in immediate termination of the Contract effective as of
 the date on which the license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its
 agents, employees or sub-Contractors have caused, or reasonably could cause,
 life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. (not applicable)

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract and as required for claims made policies.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or

performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury

e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person

c. \$500,000 per Occurrence

d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.

- d. Concurrent policy dates with primary liability policies except for workers compensation
- e. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk
- Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to <u>accountspayable@hallcounty.org</u> and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared

- invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE #103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE #122 or terminate the Contract (ARTICLE #108 – TERMINATION PROVISIONS).
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

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

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.

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

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

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

October 05, 2026

Detart and Hill Electric	HALL COUNTY, GEORGIA
By: Shawn Hill Title: Owner	By
	Date:
Sworn to and subscribed before me this	Attestment:
24 M Day of ADRY , 2024	Board of Commissioners Clerk
24 Day of 12024	Approved as to FormPPROVED AS TO FORM
Notary Public: Harlallull	NAN
Notary commission expires: 10/5/2026	Nathaniel R. Anderson, Senior Assistant County Attorney
[Locus Sigilli – Seal or Stamp] K. DONITA NEWELL Notary Public, Georgia DAWSON County My Commission Expires October 05	



AGENDA ITEM

Consent Agenda

REPORT TO:	Work Session (06/10/24)			
REPORT TO:	PORT TO: Voting Meeting (06/13/24)			
ITEM NO:	171/2024			
SUBJECT:	Installation and Rep Roofing Company of GA and Roof Technol	Approve the award of RFQ/P #44-030 Demand Services for On-Call Roofing Installation and Repair Services for Facilities Management to Bone Dry Roofing Company of Bogart, GA, Core Roofing Systems, LLC of Alpharetta, GA and Roof Technology Partners, LLC of Woodstock, GA. The estimated annual cost is \$1,012,661.00.		
Meetings:				
Work Session Date:	06/10/24	Voting Meeting Date: 06/13/24		
Executive Summary	/ :			
Presenter: Recommendation: Approve.		KI		
Purpose of Request: Approve the award of RFQ/P #44 Call Roofing Installation and Repai Management to Bone Dry Roofing Roofing Systems, LLC of Alphare Partners, LLC of Woodstock, GA \$1,012,661.00.	ir Services for Facilities Company of Bogart, GA, Core tta, GA, and Roof Technology	History:		
Facts and Issues:		Options:		

This item is to award Demand Services contracts to Bone Dry Roofing of Bogart, GA; Core Roofing Systems, LLC of Alpharetta, GA; and, Roof Technology Partners, LLC of Woodstock, GA for future task order projects. Staff recommends awarding all three (3) companies as a result of RFQ/P #44-030 Demand Services for On-Call Roofing Installation and Repair Services.

This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ/P #44-030.

The historical spend for FY23 was \$1,012,661 with other vendors for roofing projects.

Funding Requested \$ 1,012,661.00

Are funds within current budget? Yes **Source of Funds** Various Does the action involve a Resolution, Ordinance, Contract, Yes

Agreement, etc.?

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
AY	WD	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Yes

Attachments:

Financial Supplement Bone Dry Contract Core Roofing Contract Roof Tech Partners Contract Bid Tab



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 171/2024

Funds Requested: \$ 1,012,661.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	541300-BUILDING AND IMPROVEMENTS	\$1,012,661.00

Budget Transfer Items:

Additional Information/Comments:

Lamar Jones (770) 531-6823

Contact for Questions: KI **Phone:** (770) 531-5354



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: March 28, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract.

Bid/Contract No: RFQ/P #44-030

Contract Name: Demand Services for On-Call Roofing Installation and

Repair Services

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Bone Dry Roofing

Contract Description:

\boxtimes	Annual Contract	New Renewal	
	Price Increase Requested	Percentage Increase:	
\boxtimes	Demand Service Contract	Previous Spend: <u>\$26,521.00</u>	
	Commodity Contract	Requested Amount: \$	
	Project/ Service Contract	(or Estimated Amount: \$)	

Comments:

This is for Demand Services for installing, replacing, and repairing roofs on County-owned and maintained properties, on an as-needed basis.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: RFQ/P #44-030

Bid/Contract Name: Demand Services for On-Call Roofing Installation and Repair Services



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT #44-030**

For the provision of

Demand Services On-Call Roofing Installation and Repair Services

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Roofing Installation and Repair Services (hereinafter "Services") as entered into on with and an Effective Date July 1, 2024 , is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Bone Dry Roofing Company (Hereinafter "Contractor"), located at 120 Ben Burton Rd. Bogart, GA. 30622 . Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid <u>RFQ/P #44-030</u>, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the Scope of Work, and for locations and services as described in the <u>RFQ/P #44-030</u> and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached Bidder's response entitled <u>Exhibit C – Cost</u>

<u>Proposal Worksheet</u>, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

C. <u>Price Escalation Clause</u> – Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES

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

COUNTY PROJECT MANAGER

Kevin Ivey
Superintendent
Facilities Management
Gainesville, GA
kivey@hallcounty.org
Ph (678) 617-4517

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO

Name: Christine Howell

Title: Residential/R&M Client Services Manager

Company Name: Bone Dry Roofing Company

Physical Address: 120 Ben Burton Rd.

City, State, ZIP: Bogart, GA. 30622

Email: chowell@bonedryroofing .net

Phone: 706-543-1275 Ext. 204

REMIT-TO ADDRESS (if different)

P.O. Box 7756 Athens, GA. 3060 4

4

ARTICLE #104 - NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 - CONTRACT TERM

Until substantial and final completion of services.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION

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

<u>ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE</u>

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

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

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

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

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

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

ARTICLE #108 – TERMINATION

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

- **A.** Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- **B.** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- **C. Notice of Default.** If either party causes one or more of the default events set out in this *ARTICLE*, then either party shall issue a written Notice of Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice; and/or,
 - 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

- D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- **E.** Termination due to Failure of Contractor to Act. The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - In the event that the Contractor must be certified or licensed as a condition precedent
 to providing the Services, the revocation or loss of such license or certification may
 result in immediate termination of the Contract effective as of the date on which the
 license or certification is no longer in effect.
 - 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 - 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect, or incomplete.
 - 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BONDS.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and,
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE #109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 - USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 - RECORDS

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

ARTICLE #115 - ADDITIONAL TERMS

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

ARTICLE #116 - WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of (i) any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

<u>Commercial Auto Liability Insurance: Required for all contracts</u>, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit
- b. \$500,000 per Person

- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

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

Builders Risk: (Not Applicable) Recommended for most new construction projects

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

ARTICLE #119 - NO WAIVER

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- **B. Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- C. Vehicles and Equipment. With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or

others will not use County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE #120 - INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 - COMPENSATION

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 - COUNTY PAYMENT TO CONTRACTOR

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as

evidenced by an amendment pursuant to ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102 – CONTRACT.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery and acceptance of the services.
- 3. The County does not pay for services not yet received, but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- 1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE #103 NOTICES shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE or terminate the Contract pursuant to ARTICLE #108 TERMINATION.
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not under any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (if required)

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

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

ARTICLE #124 - RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE #126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

ARTICLE #128 – ORDER OF PRECEDENCE

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

- 1. Any amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE #129 – CONTRACT EXHIBITS AND ATTACHMENTS

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

EXHIBIT A - Bid Response Sheet

EXHIBIT B - Contract for Services

EXHIBIT C - Cost Proposal Worksheet

EXHIBIT D - W-9 Form

EXHIBIT E - E-Verify Affidavit

EXHIBIT F - Ethics Affidavit

EXHIBIT G - Scored Questions

ARTICLE #130 - ENTIRE CONTRACT

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

ARTICLE #131 – SALES TAX EXEMPTION STATUS

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

ARTICLE #132 - HOLD HARMLESS AGREEMENT

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

ARTICLE # 133 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as the "County", retains the right to "red-line" sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service, shall mean one-and-the-same, herein denoted as "Supplier" for goods and "Contractor" for services.
- 7. Furthermore, the terms: goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, Engineering, Architectural, capital

asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one-and-the-same.

- 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, exhibits, and attachments contained

- in the bid solicitation upon which a PO is based and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
- 30. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
- 31. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 32. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 34. The Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 35. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 36. Goods are Free-On-Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 37. The County does not pay late fees nor interest charges.
- 38. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

Print Company's Full Legal Name: Bone Dry Roufing Company	HALL COUNTY, GEORGIA
ву:	Ву
Print Name: Travis Webb	Richard Higgins, Chairman Hall County Board of Commissioners
Title: President	Attestment:
Date: March 4, 2024	
Sworn to and subscribed before me this	Board of Commissioners Clerk
4th Day of March , 2024	Approved as to Form:
Notary Public: Jenn Ja Lynn Rash	William J. Linkous III, County Attorney
lotary commission expires: August 20, 2027	



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: March 28, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract.

Bid/Contract No: RFQ/P #44-030

Contract Name: Demand Services for On-Call Roofing Installation and

Repair Services

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Core Roofing Systems, LLC

Contract Description:

\boxtimes	Annual Contract	New Renewal	
	Price Increase Requested	Percentage Increase:	
\boxtimes	Demand Service Contract	Previous Spend: \$0.00	
	Commodity Contract	Requested Amount: \$	
	Project/ Service Contract	(or Estimated Amount: \$	

Comments:

This is for Demand Services for installing, replacing, and repairing roofs on County-owned and maintained properties, on an as-needed basis.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: RFQ/P #44-030

Bid/Contract Name: Demand Services for On-Call Roofing Installation and Repair Services



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL

CONTRACT #44-030

For the provision of

Demand Services On-Call Roofing Installation and Repair Services

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Roofing Installation and Repair Services (hereinafter "Services") as entered with an Effective Date and , is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, 30504, and Core Roofing Systems, LLC (Hereinafter "Contractor"), located at 1385 Union Hill Industrial Court . Contractor is an entity that is Alpharetta GA 30004 legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid <u>RFQ/P #44-030</u>, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ/P #44-030 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached Bidder's response entitled Exhibit C Cost

<u>Proposal Worksheet</u>, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

C. <u>Price Escalation Clause</u> – Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES

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

COUNTY PROJECT MANAGER

Kevin Ivey Superintendent Facilities Management Gainesville, GA kivey@hallcounty.org Ph (678) 617-4517

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO

Name: JD Gustavel

Title: Senior Account Manager

Company Name: Core Roofing Systems, LLC

Physical Address: 1385 Union Hill Industrial Cac

City, State, ZIP: Alpharetta GA 30004

Email: jdgustavel@corerbofing.net

Phone: 470.757.1467

REMIT-TO ADDRESS (if different)

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 - CONTRACT TERM

Until substantial and final completion of services.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION

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

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ARTICLE #107 - REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

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

ARTICLE #108 – TERMINATION

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

- A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- **B.** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- **C. Notice of Default**. If either party causes one or more of the default events set out in this *ARTICLE*, then either party shall issue a written Notice of Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice; and/or,
 - 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

- D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- **E.** Termination due to Failure of Contractor to Act. The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 - 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 - 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect, or incomplete.
 - 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BONDS.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- **G. The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
 - 1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and,
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE #109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 - USE OF THIRD PARTIES (SUBCONTRACTORS)

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

<u>ARTICLE #112 – SUPERSEDES FORMER CONTRACTS</u>

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 - RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS

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

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ARTICLE #116 – WAIVER

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

ARTICLE #117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

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- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of (i) any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

<u>Commercial Auto Liability Insurance: Required for all contracts</u>, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit
- b. \$500,000 per Person •

- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

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Additional Provisions

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

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

Builders Risk: (Not Applicable) Recommended for most new construction projects

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

ARTICLE #119 - NO WAIVER

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- **B. Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- C. Vehicles and Equipment. With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or

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others will not use County₁owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE #120 - INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as

evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102 – CONTRACT.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery and acceptance of the services.
- 3. The County does not pay for services not yet received, but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE #103 NOTICES shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE or terminate the Contract pursuant to ARTICLE #108 TERMINATION.
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not under any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

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

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

ARTICLE #124 – RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

ARTICLE #128 - ORDER OF PRECEDENCE

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

- 1. Any amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE #129 - CONTRACT EXHIBITS AND ATTACHMENTS

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

EXHIBIT A – Bid Response Sheet

EXHIBIT B - Contract for Services

EXHIBIT C - Cost Proposal Worksheet

EXHIBIT D - W-9 Form

EXHIBIT E - E-Verify Affidavit

EXHIBIT F – Ethics Affidavit

EXHIBIT G - Scored Questions

ARTICLE #130 – ENTIRE CONTRACT

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

<u>ARTICLE #131 – SALES TAX EXEMPTION STATUS</u>

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

ARTICLE #132 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 133 - CONTRACT TERMS AND CONDITIONS

- All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as the "County", retains the right to "red-line" sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service, shall mean one-and-the-same, herein denoted as "Supplier" for goods and "Contractor" for services.
- 7. Furthermore, the terms: goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, Engineering, Architectural, capital

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- asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one-and-the-same.
- 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, exhibits, and attachments contained

- in the bid solicitation upon which a PO is based and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
- 30. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
- 31. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 32. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 34. The Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 35. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 36. Goods are Free-On-Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 37. The County does not pay late fees nor interest charges.

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- 38. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

Print Company's Full Legal Name:		
Core Roofing Systems, LLC	HALL COUNTY, GEORGIA	
By: JD Gerstall	Ву	
Print Name: JD Gustavel	Richard Higgins, Chairman Hall County Board of Commissioners	
Title: Senior Account Manager	Attestment:	
Date: 02/20/4024	Board of Commissioners Clerk	
Sworn to and subscribed before me this		
20th Day of Jebniany, 2024	Approved as to Form:	
Notary Public: Lul Me Ho	hulli T. Links In	
·	William J. Linkous III, County Attorney	
Notary commission expires: 04-01-3034		



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: March 28, 2024

To: Richard Higgins, Chairman, Board of Commissioners

From: Andrew Youngblood, Purchasing Supervisor

Your signature is requested to execute the attached Contract.

Bid/Contract No: RFQ/P #44-030

Contract Name: Demand Services for On-Call Roofing Installation and

Repair Services

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Roof Technology Partners, LLC

Contract Description:

\boxtimes	Annual Contract	New Renewal	
	Price Increase Requested	Percentage Increase:	
\boxtimes	Demand Service Contract	Previous Spend: \$0.00	
	Commodity Contract	Requested Amount: \$	
	Project/ Service Contract	(or Estimated Amount: \$)	

Comments:

This is for Demand Services for installing, replacing, and repairing roofs on County-owned and maintained properties, on an as-needed basis.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: RFQ/P #44-030

Bid/Contract Name: Demand Services for On-Call Roofing Installation and Repair Services



Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL

CONTRACT #44-030

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

For the provision of

Demand Services On-Call Roofing Installation and Repair Services

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Roofing Installation and Services (hereinafter "Services") as entered into Repair Effective Date 3/5/2024 2/21/2024 July 1, 2024 is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Roof Technology Partners LLC Georgia and (Hereinafter "Contractor"), located at 323 Bell Park Drive Woodstock, GA 30188 . Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this Contract is the result of the competitively bid RFQ/P #44-030, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ/P #44-030 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached Bidder's response entitled Exhibit C Cost

<u>Proposal Worksheet</u>, as incorporated herein by reference, for the lump-sum cost (including P&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

C. <u>Price Escalation Clause</u> – Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES

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

COUNTY PROJECT MANAGER

Kevin Ivey Superintendent Facilities Management Gainesville, GA kivey@hallcounty.org Ph (678) 617-4517

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFO

Name: Jarrad Trotter

Title: Account Executive

Company Name: Roof Technology Partners

Physical Address: 323 Bell Park Drive

City, State, ZIP: Woodstock, GA 30188

Email: Jarrad@rooftechnologypartners.com

Phone: 678-401-5200

REMIT-TO ADDRESS (if different)

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of services.

<u>ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION</u>

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

ARTICLE #107 - REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

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

ARTICLE #108 – TERMINATION

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

- **A.** Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- **B.** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that Contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- **C. Notice of Default.** If either party causes one or more of the default events set out in this *ARTICLE*, then either party shall issue a written Notice of Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - Immediately terminate the Contract for default without additional written notice; and/or.
 - 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

- D. Termination Due to Non-Availability of Funds. This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. Termination due to Failure of Contractor to Act. The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - In the event that the Contractor must be certified or licensed as a condition precedent
 to providing the Services, the revocation or loss of such license or certification may
 result in immediate termination of the Contract effective as of the date on which the
 license or certification is no longer in effect.
 - 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 - 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect, or incomplete.
 - 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BONDS.
- **F. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- **G. The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
 - 1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and,
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- **H. Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE #109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE #111 – USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 – SEVERABILITY

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

ARTICLE #114 - RECORDS

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

ARTICLE #115 – ADDITIONAL TERMS

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

ARTICLE #116 – WAIVER

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

ARTICLE #117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of (i) any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

<u>Commercial Auto Liability Insurance: Required for all contracts</u>, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit
- b. \$500,000 per Person

- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

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

Builders Risk: (Not Applicable) Recommended for most new construction projects

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

ARTICLE #119 - NO WAIVER

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- **B. Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- C. Vehicles and Equipment. With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or

others will not use County-owned vehicles or equipment in the performance of this Contract without express written consent from the County. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE #120 - INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

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

ARTICLE #121 – COMPENSATION

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as

evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102 – CONTRACT.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery and acceptance of the services.
- 3. The County does not pay for services not yet received, but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- 1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103 NOTICES* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE* or terminate the Contract pursuant to *ARTICLE #108 TERMINATION*.
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not under any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (if required)

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

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

ARTICLE #124 – RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

<u>ARTICLE #128 – ORDER OF PRECEDENCE</u>

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

- 1. Any amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE #129 - CONTRACT EXHIBITS AND ATTACHMENTS

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

EXHIBIT A - Bid Response Sheet

EXHIBIT B - Contract for Services

EXHIBIT C - Cost Proposal Worksheet

EXHIBIT D - W-9 Form

EXHIBIT E - E-Verify Affidavit

EXHIBIT F – Ethics Affidavit

EXHIBIT G – Scored Questions

ARTICLE #130 – ENTIRE CONTRACT

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

ARTICLE #131 – SALES TAX EXEMPTION STATUS

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

ARTICLE #132 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 133 - CONTRACT TERMS AND CONDITIONS

- All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as the "County", retains the right to "red-line" sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms: supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service, shall mean one-and-the-same, herein denoted as "Supplier" for goods and "Contractor" for services.
- 7. Furthermore, the terms: goods, materials, commodities, components, drawings, drafts, renderings, plans (physical or digital), software, SaaS, Engineering, Architectural, capital

- asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as "Goods" and shall mean one-and-the-same.
- 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable, and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 29. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, exhibits, and attachments contained

- in the bid solicitation upon which a PO is based and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
- 30. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
- 31. Invoices submitted to the County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 32. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 33. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 34. The Supplier certifies that it and its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 35. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 36. Goods are Free-On-Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 37. The County does not pay late fees nor interest charges.
- 38. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 39. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 40. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

Print Company's Full Legal Name:	
Roof Jechnology Partners, LLC	HALL COUNTY, GEORGIA
By:	By
Print Name: Scott Coger	Richard Higgins, Chairman Hall County Board of Commissioners
Title: President	Attestment:
Date: <u>March 5, 2024</u>	
Sworn to and subscribed before me this	Board of Commissioners Clerk
<u>5</u> Day of <u>March</u> , 2024	Approved as to Form:
Notary Public: B. B.	William J. Linkous III, County Attorney
Notary commission expires: 12/09/26 [Locus Sigilli – Seal or Stamp]	
Bruce Berkenkamp NOTARY PUBLIC Bartow County, GEORGIA My Commission Expires 12/09/2026	

RFQ/P #44-030 Demand Services for On-Call Roofing Installation and Repairs Bid Tab Summary

SCORES	Roof Technology Partners, LLC	Exterior Solutions of Georgia, LLC DBA Bone Dry Roofing Company	Core Roofing Systems, LLC
Average Technical Scores	700.00	700.00	700.00
Average Cost Scores	300.00	300.00	150.00
Total Scores	1000.00	1000.00	850.00

Number of bids emailed	53
Number of bids emailed to Hall Co	18
Total responses	3
Number of Hall Co responses	0
No Bids	0



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 313/2024

Approve the award of IFB #009-45 Inmate Grocery & Meat Products Supply

SUBJECT: Services for the Correctional Institution to Performance Food Group, Inc. of

Services for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA, Sysco Atlanta of College Park, GA and Aasdel Corporation of

Norcross, GA. The estimated annual cost is \$150,000.00.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: KI

Recommendation:

Approve.

Purpose of Request:

Approve the award of IFB #009-45 Inmate Grocery & Meat Products Supply Services for the Correctional Institution to Performance Food Group, Inc. of Oakwood, GA, Sysco Atlanta of College Park, GA and Aasdel Corporation of Norcross, GA. The

estimated annual cost is \$150,000.00.

History:

These vendors have provided similar and like services in the past and are in good standing with the County.

Facts and Issues:

This is year one (1) of a possible five (5) year contract.

Options:

Funding Requested \$ 150,000.00

Are funds within current budget? Yes
Source of Funds General

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
MH	WD	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement Contracts Addendum 1 Bid Tab IFB



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 313/2024

Funds Requested: \$ 150,000.00 Request Budgeted: Yes
Proposed Source of Funding: Budget Transfer Requested:

General No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420- CORRECTIONAL INSTITUTE	531301-PRISONER MEALS	\$150,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD **Phone:** 770-718-2370



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA Date: 05/22/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract

documents for:

Bid/Contract No: 009-45

Bid/Contract Name: Inmate Grocery and Meat Products Supply Annual

Contract

Department(s) Requesting Contract: Correctional Institute

Award Recipient Name: Sysco Atlanta, Performance Food Group and

Aasdel Corporation

Contract Description:

X New Annual Contract Renewal

Prior Year's Spend:

N/A

Increase Percentage: 0% ☐ Price Increase Requested

☐ Project/Service Contract

Estimated Amount: \$0

Estimated Amount:

\$150,000

Comments: Year one (1) of a possible five (5) year contract. Corrections has requested that this renewal be awarded to Sysco Atlanta, Performance Food Group and Aasdel Corporation to provide better availability of items and pricing with a pool of vendors from which to choose.



Hall County Government

FINANCIAL SERVICES

EXHIBIT A - CONTRACT FOR SERVICES STATE OF GEORGIA COUNTY OF HALL

CONTRACT # 009-45

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

For the provision of

Inmate Grocery & Meat Products Supply Services

ARTICLE #101 - INTRODUCTION

t: 770.535.8270 | f: 770.531.6711

DIRECTOR **Wesley Geddings**

This Contract for Inmate Grocery & Meat Products Supply Services (hereinafter "Services" or "Project") is made and as entered into as of /2024 (Execution Date) and July 1, 2024 (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504. PERFORMACE FOODSONVILLE- ATLANTE located at 3501 OLD ASKUOTO PLA OPILLODO 16A (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or subsubcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any attached Documents, Plans, Exhibits, Attachments, or references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**
- B. Contractors shall provide supervision, labor, equipment, and materials necessary to perform the services of <u>Inmate Grocery & Meat Products Supply Services</u>.
 - (The following is for road construction projects)
- C. All Traffic control shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD), current edition, and GDOT standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.
- D. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications, Supplement Specifications, and / or provisions.
- E. All work shall be performed in a such manner as to permit traffic to operate with the least amount of inconvenience possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the contractor. At least one lane of traffic will remain open at all times. Payment will be included in the lump sum price bid for traffic control.
- F. All Construction shall be in compliance with the Georgia State Soil and Water Conservation Committee's "Manual for Erosion and Sedimentation Control in Georgia".
- G. All sediment control features shall be maintained on a regular basis and shall be removed by the contractor upon acceptance of the project by the owner. The contractor shall adhere to the Call Before You Dig Law by calling the underground protection center before beginning construction.
- H. The contractor shall be responsible for all underground utilities and shall coordinate work with utility companies. The contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project, without prior approval of the County Representative.
- The contractor shall be responsible for all work performed in support of this Contract including Sub-Contractor oversight. Sub-contractors shall perform no work unless pre-approved in writing by the County.
- J. Contractors must disclose any intended subcontractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor(s) to fulfill one entire segment of this contract, then the bidder should submit to the County

professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to subcontractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their subcontractor's work. The contractor shall disclose the percentage of the work to be completed by each sub-contractor.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Walt Davis
Warden
Hall County Correctional Institution
1698 Barber Road
Gainesville, GA 30507
wdavis@hallcounty.org
Ph: (770) 718-2370

COUNTY ISSUING OFFICER

Mike Hawkins
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
Ph: (678) 696-2497

CONTRACTOR'S CONTACT INFO

REMIT-TO ADDRESS (if different).

Name: Brian Haracity
Title: DISTRICT SOUS MANDER
Company: Paramarice Mosservice ATRESTA
Address 1:350 OLD OPHLOOD PM
Address 2:0PILLOOD, GA. 3056 6
Email: Drian. Hundley Coffse. Com
Phone: 672-997-2961

<u>ARTICLE #104 – NON-EXCLUSIVE RIGHTS:</u>

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

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall

continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 - TERMINATION PROVISIONS:

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

- A. Termination for Convenience. Following sixty (60) days written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

- 2. The County determines that contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108. C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS, AGREEMENTS, RENEWALS AND EXTENSIONS:

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

- A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and

procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118- INSURANCE REQUIREMENT:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract and as required for claims made policies.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident Each Accident
- \$500,000 Bodily Injury by Disease Each Disease
- \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions:

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

General Liability Insurance: Required for all contracts.

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

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

- \$1,000,000 Combined Single Limit
- Or \$500,000 per Person /\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation

<u>Crime Insurance</u>: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities

- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

<u>Cyber Insurance:</u> Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses
- \$50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Additional Provisions:

Coverage shall include at a minimum:

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

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

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Terrorism& Sabotage: Required for specific utilities contracts and select special events.

- All contracts involving access or use of any water, gas, electric utilities shall require third
 parties to have TRIA and third-party liability limits of at least \$5,000,000
- All special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors

<u>Aviation Liability:</u> Required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO) services.

- \$5,000,000 Each Occurrence
- \$1,000,000 Automobile Liability
- \$1,000,000 Pollution Liability (FBOs Only)

Additional Provisions:

Coverage should include owned, hired, and non-owned aircraft/aviation

<u>Sexual Abuse & Molestation Liability:</u> Required for all contracts and services involving youths, children, special needs, or senior citizens

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Builders Risk: Recommended for most construction projects

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to <u>accountspayable@hallcounty.org</u> and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS

(Required for construction, renovation and repair projects)

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

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

ARTICLE #124 - RETAINAGE

(Required for construction, renovation and repair projects)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

- 1. First, any amendments to the Contract, including all Exhibits thereto.
- 2. Second, the Contract itself, including all Exhibits thereto.
- 3. Third, Attachments appended to the Contract.
- 4. Fourth, all other Contract Attachments appended to the contract.

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE #134 - NOT A JOINT VENTURE.

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #135 - ADDITIONAL TERMS

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document(s) which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE # 136 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.

- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.

- 22. Risk of loss of goods shall pass to The County upon completion and final acceptance of the project delivery.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below. Bidder must print the full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:	
PERFORMENCE FOOD GROUP, INC.	HALL COUNTY, GEORGIA
By: MANNE: BRION HOPOLEY	By
	Richard Higgins, Chairman
Title: DISTRICT SOURS MOUDE	Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
	Board of Commissioners Clerk
	Approved as to Form:
)/, N	1-1/
Notary Public: Na holy	County Attorney
Flields	County Attomacy
Notary commission expires: 5 18 2 1 1 1 1 1 1 1 1 1	Cooling Miles vay



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA COUNTY OF HALL

CONTRACT # 009-45

· YKI

For the provision of

Inmate Grocery & Meat Products Supply Services

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

ARTICLE #101 - INTRODUCTION

t: 770.535.8270 | f: 770.531.6711

DIRECTOR **Wesley Geddings**

Sysco Atlanta

College Park, GA

This Contract for Inmate Grocery & Meat Products Supply Services (hereinafter "Services" or "Project") is made and as entered into as of 5-9-24 (Execution Date) and July 1, 2024 (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, 30504. and Gainesville. Georgia tomorkes 740 located at

1225 Kiverial M. "Contractor"). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

> Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or subsubcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

> WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any attached Documents, Plans, Exhibits, Attachments, or references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**
- B. Contractors shall provide supervision, labor, equipment, and materials necessary to perform the services of <u>Inmate Grocery & Meat Products Supply Services</u>.
 - (The following is for road construction projects)
- C. All Traffic control shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD), current edition, and GDOT standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.
- D. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications, Supplement Specifications, and / or provisions.
- E. All work shall be performed in a such manner as to permit traffic to operate with the least amount of inconvenience possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the contractor. At least one lane of traffic will remain open at all times. Payment will be included in the lump sum price bid for traffic control.
- F. All Construction shall be in compliance with the Georgia State Soil and Water Conservation Committee's "Manual for Erosion and Sedimentation Control in Georgia".
- G. All sediment control features shall be maintained on a regular basis and shall be removed by the contractor upon acceptance of the project by the owner. The contractor shall adhere to the Call Before You Dig Law by calling the underground protection center before beginning construction.
- H. The contractor shall be responsible for all underground utilities and shall coordinate work with utility companies. The contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project, without prior approval of the County Representative.
- The contractor shall be responsible for all work performed in support of this Contract including Sub-Contractor oversight. Sub-contractors shall perform no work unless pre-approved in writing by the County.
- J. Contractors must disclose any intended subcontractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor(s) to fulfill one entire segment of this contract, then the bidder should submit to the County

professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to subcontractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their subcontractor's work. The contractor shall disclose the percentage of the work to be completed by each sub-contractor.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Walt Davis

Warden

Hall County Correctional Institution

1698 Barber Road Gainesville, GA 30507 wdavis@hallcounty.org

Ph: (770) 718-2370

COUNTY ISSUING OFFICER

Mike Hawkins

Buver

Hall County Purchasing Division

2875 Browns Bridge Rd Gainesville, GA 30504 mhawkins@hallcounty.org

Ph: (678) 696-2497

CONTRACTOR'S CONTACT INFO

REMIT-TO ADDRESS (if different).

Name: Cosey Compbell

Title: Sales Consultant

Company: Sysco Allorda Address 1: 51366/tehall Rd Lula Gd 30554

Address 2:

Email: Casey, campbell @ Josco, com

Phone: 404-210-8568

<u>ARTICLE #104 – NON-EXCLUSIVE RIGHTS:</u>

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

ARTICLE #105 – CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall

continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 – TERMINATION PROVISIONS:

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

- A. Termination for Convenience. Following sixty (60) days written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

- 2. The County determines that contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108. C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS, AGREEMENTS, RENEWALS AND EXTENSIONS:

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

- A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and

procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118- INSURANCE REQUIREMENT:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract and as required for claims made policies.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident Each Accident
- \$500,000 Bodily Injury by Disease Each Disease

٠,

\$500,000 Bodily Injury by Disease – Each Employee

Additional Provisions:

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

General Liability Insurance: Required for all contracts.

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

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

- \$1,000,000 Combined Single Limit
- Or \$500,000 per Person /\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation

<u>Crime Insurance</u>: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities

- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

<u>Cyber Insurance:</u> Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses
- \$50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Additional Provisions:

Coverage shall include at a minimum:

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

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

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Terrorism& Sabotage: Required for specific utilities contracts and select special events.

- All contracts involving access or use of any water, gas, electric utilities shall require third
 parties to have TRIA and third-party liability limits of at least \$5,000,000
- All special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors

<u>Aviation Liability:</u> Required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO) services.

- \$5,000,000 Each Occurrence
- \$1,000,000 Automobile Liability
- \$1,000,000 Pollution Liability (FBOs Only)

Additional Provisions:

Coverage should include owned, hired, and non-owned aircraft/aviation

<u>Sexual Abuse & Molestation Liability:</u> Required for all contracts and services involving youths, children, special needs, or senior citizens

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Builders Risk: Recommended for most construction projects

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS

(Required for construction, renovation and repair projects)

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

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

ARTICLE #124 - RETAINAGE

(Required for construction, renovation and repair projects)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

- 1. First, any amendments to the Contract, including all Exhibits thereto.
- 2. Second, the Contract itself, including all Exhibits thereto.
- 3. Third, Attachments appended to the Contract.
- 4. Fourth, all other Contract Attachments appended to the contract.

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131-VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 - HOLD HARMLESS AGREEMENT

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

ARTICLE #134 - NOT A JOINT VENTURE.

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #135 - ADDITIONAL TERMS

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document(s) which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

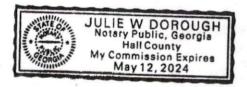
ARTICLE # 136 - CONTRACT TERMS AND CONDITIONS

- All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.

- The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.

- 22. Risk of loss of goods shall pass to The County upon completion and final acceptance of the project delivery.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below. Bidder must print the full legal company name as it appears on their W-9 form below:





Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA COUNTY OF HALL EXHIBIT A - CONTRACT FOR SERVICES

CONTRACT # 009-45

Inmate Grocery & Meat Products Supply Services

For the provision of

ARTICLE #101 - INTRODUCTION

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

This Contract for Inmate Grocery & Meat Products Supply Services (hereinafter "Services" or "Project") is made and as entered into as of May 6 2024 (Execution Date) and July 1, 2024 (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Assac County Stephen Services (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or subsubcontractors into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Contractor represents that it complies with the State of Georgia requirements for corporations and has signified a willingness to provide Services to the County and the County has relied on such representation; and

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any attached Documents, Plans, Exhibits, Attachments, or references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of**Work
- B. Contractors shall provide supervision, labor, equipment, and materials necessary to perform the services of <u>Inmate Grocery & Meat Products Supply Services</u>.
 - (The following is for road construction projects)
- C. All Traffic control shall be in accordance with Manual on Uniform Traffic Control Devices (MUTCD), current edition, and GDOT standards. A traffic control plan must be approved by the County Engineer prior to the beginning of work.
- D. All standard highway signs shall be fabricated and erected in accordance with details shown in the plans, the MUTCD, current edition, and the Georgia Specifications, Supplement Specifications, and / or provisions.
- E. All work shall be performed in a such manner as to permit traffic to operate with the least amount of inconvenience possible. All traffic control devices, signs, striping, and flaggers shall be furnished by the contractor. At least one lane of traffic will remain open at all times. Payment will be included in the lump sum price bid for traffic control.
- F. All Construction shall be in compliance with the Georgia State Soil and Water Conservation Committee's "Manual for Erosion and Sedimentation Control in Georgia".
- G. All sediment control features shall be maintained on a regular basis and shall be removed by the contractor upon acceptance of the project by the owner. The contractor shall adhere to the Call Before You Dig Law by calling the underground protection center before beginning construction.
- H. The contractor shall be responsible for all underground utilities and shall coordinate work with utility companies. The contractor shall not award more than twenty-five percent (25%) of the work to subcontractors on any project, without prior approval of the County Representative.
- I. The contractor shall be responsible for all work performed in support of this Contract including Sub-Contractor oversight. Sub-contractors shall perform no work unless pre-approved in writing by the County.
- J. Contractors must disclose any intended subcontractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor(s) to fulfill one entire segment of this contract, then the bidder should submit to the County

professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to subcontractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their subcontractor's work. The contractor shall disclose the percentage of the work to be completed by each sub-contractor.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Walt Davis
Warden
Hall County Correctional Institution
1698 Barber Road
Gainesville, GA 30507
wdavis@hallcounty.org
Ph: (770) 718-2370

COUNTY ISSUING OFFICER

Mike Hawkins Buyer Hall County Purchasing Division 2875 Browns Bridge Rd Gainesville, GA 30504 mhawkins@hallcounty.org Ph: (678) 696-2497

CONTRACTOR'S CONTACT INFO

Name: Title: Company: Address 1: Address 2:

Email: Phone: **REMIT-TO ADDRESS (if different).**

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

<u>ARTICLE #105 – CONTRACT TERM:</u>

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall

continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 – TERMINATION PROVISIONS:

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

- A. **Termination for Convenience.** Following sixty (60) days written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

- 2. The County determines that contractor's unsatisfactory performance substantially endangers completion or that default is likely to occur.
- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108. C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

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

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS, AGREEMENTS, RENEWALS AND EXTENSIONS:

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

<u>ARTICLE #113 - SEVERABILITY:</u>

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

ARTICLE # 114 - RECORDS:

- A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and

procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

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

ARTICLE # 118- INSURANCE REQUIREMENT:

Insurance Requirements. All sureties must be licensed to do business in the State of Georgia with a minimum rating of AM Best A-, financial size seven (7). The Contractor must maintain and warrant to Hall County Government ("County") insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract and as required for claims made policies.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident Each Accident
- \$500,000 Bodily Injury by Disease Each Disease
- \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions:

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

General Liability Insurance: Required for all contracts.

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

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

- \$1,000,000 Combined Single Limit
- Or \$500,000 per Person /\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

<u>Umbrella Liability Insurance</u>: Required for all contracts \$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)

- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation

<u>Crime Insurance</u>: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities

- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

<u>Cyber Insurance:</u> Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses
- \$50,000 Cyber Extortion/Ransom Payments
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Additional Provisions:

Coverage shall include at a minimum:

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

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

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Terrorism& Sabotage: Required for specific utilities contracts and select special events.

- All contracts involving access or use of any water, gas, electric utilities shall require third parties to have TRIA and third-party liability limits of at least \$5,000,000
- All special events that are highly visible, politically sensitive, or have more than 1,000 attendees should require at least \$1,000,000 of terrorism liability for any event sponsors

<u>Aviation Liability:</u> Required for all Drones/UAV (Unmanned Aerial Vehicles), general aviation contracts, and Fixed base operators (FBO) services.

- \$5,000,000 Each Occurrence
- \$1,000,000 Automobile Liability
- \$1,000,000 Pollution Liability (FBOs Only)

Additional Provisions:

Coverage should include owned, hired, and non-owned aircraft/aviation

<u>Sexual Abuse & Molestation Liability:</u> Required for all contracts and services involving youths, children, special needs, or senior citizens

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate
- If written on a claim's made policy, the policy must be maintained for at least two years after the completion of the work and/or contract.

Builders Risk: Recommended for most construction projects

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

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to <u>accountspayable@hallcounty.org</u> and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

(Required for construction, renovation and repair projects)

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

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

ARTICLE #124 – RETAINAGE

(Required for construction, renovation and repair projects)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

<u>ARTICLE # 128 -- ORDER OF PRECEDENCE:</u>

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

- 1. First, any amendments to the Contract, including all Exhibits thereto.
- 2. Second, the Contract itself, including all Exhibits thereto.
- 3. Third, Attachments appended to the Contract.
- 4. Fourth, all other Contract Attachments appended to the contract.

ARTICLE # 129-CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

<u>ARTICLE #132 – SALES TAX EXEMPTION STATUS</u>

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

ARTICLE #133 - HOLD HARMLESS AGREEMENT

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

ARTICLE #134 - NOT A JOINT VENTURE.

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

<u>ARTICLE #135 – ADDITIONAL TERMS</u>

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document(s) which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE # 136 - CONTRACT TERMS AND CONDITIONS

- All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.

- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.

- 22. Risk of loss of goods shall pass to The County upon completion and final acceptance of the project delivery.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year below. Bidder must print the full legal company name as it appears on their W-9 form below:

Print Company's Full Legal Name Below:

Aasdel Corporation	HALL COUNTY, GEORGIA
By: Sallin Mahmus.	Ву
Print Name: Sabbir Mahmud	Richard Higgins, Chairman
Title: President	Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
Ž.	Board of Commissioners Clerk
4 Day of May , 2024	
3	Approved as to Form:
Notary Public: Mahula Jule	Willing J. Linky m
Notary commission expires: January 1	1,2028 County Attorney
[Locus Sigilli – Seal or Stamp]	
MAHAUAR PUBLICANUAR PUBLICANUA	



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

INVITATION FOR BID IFB #009-45

For the provision of:

INMATE GROCERY & MEAT PRODUCTS SUPPLY

Hall County, Georgia, Board of Commissioners is seeking qualified vendors to provide Inmate Grocery & Meat Products Supply (herein "Services") for use by the Hall County Correctional Institution. The County seeks to award multiple vendors to perform all the services on a multi-year contract.

The County will make any extension of the bidding period by a formal written addendum and publicly post on the County's website.

Schedule of Events:

Date IFB Issued: 04/18/2024.

Vendor Questions Due: 04/25/2024. Hall County Answers Due: 05/02/2024.

Bid Due Date: 05/09/2024.

Bidding Process: Hall County (herein "County") is now accepting sealed bids for the provision of Services in the County's Purchasing Division, located on the fourth (4th) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until 2:00 p.m., EST on 05/09/2024.

Bidders must submit three (3) copies of their bid along with all completed mandatory documents, signed affidavits in hardcopy and also include on one (1) USB Flash Drive with all documents.

Proposal Documents: Bidders may download bid submittal documents via the County's Website at https://www.hallcounty.org/Bids.aspx then choose **Inmate Grocery & Meat Products Supply**.

General Qualifications: Bidders must be in the regular business of providing similar services, be licensed, insured, and bonded (if required) to perform services in the State of Georgia.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one hundred and twenty (120) calendar days. The County reserves the right to retain all bids submitted and use any

idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid. Please sign Exhibit A - Contract.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder, without liability on part of the County to the Bidder to complete the described Work. The County will award the contract to numerous companies to perform all work to the lowest cost, responsible and responsive bidder. Lead times and length of time to complete the services may also be a factor in award. The Bidder expressly understands that the County may reject bids for any reason.

1.0 SCOPE OF WORK

Basic Requirements:

Section 1 – Meats / Meat Products

Section 2 – Cheese / Eggs / Dairy Products

Section 3 – Desserts / Fruits / Fruit Products / Snacks, Etc.

Section 4 – Vegetables

Section 5 – Flours, Meals, Grains, Breads

Section 6 – Jellies, Spreads, Etc.

Section 7 - Cereal

Section 8 – Soups, Soup Bases

Section 9 – Seasonings, Spices, Flavorings, Sauces, Colorings, Dressing, Mixes, Etc.

Section 10 – Drinks, Juices, Etc.

Section 11 – Misc. Kitchen Supplies

SECTION 1 - MEATS / MEAT PRODUCTS:	Unit of Measure	Unit Price	Item#
BBQ BEEF CHPD TVP W/SAUCE (20)	4 / 5#		
BEEF BOTTOM, ROUND, GOOSENECK, FROZEN (+-70 lbs)	3 / 28# AVG		
BEEF FRANKS, ALL BEEF, 8 X 1 - 6" (10 lbs)	2 / 5#		
BEEF RAVIOLI, TOMATO SAUCE (6-# 10)	6 / #10		
BEEF, GROUND, 80% / 20 %, (10 # AVG) CHUB FZ	8 / 10# AVG		
CHICKEN BREAST MEAT, CHICKEN SALAD (10 lbs)	10# Case		
CHICKEN BREAST PATTY, BREADED, FROZEN (10 lbs)	10# Case		
CHICKEN SAUSAGE PATTY, FROZEN BISCUIT (10 lbs)	10# Case		
CHICKEN TENNDR FRTR HMSTYL	2 / 5#		
CHICKEN WING, JUMBO, FRESH FROZEN, UNBREADED, 200 CT (40 lbs)	4 / 10#		
CHICKEN WING, UNBREADED 120 TO 180	3 / 5 lb.		
CHICKEN, LEG QUARTERS - FRESH (40 lbs)	4 / 10#		
CHICKEN, SAUSAGE PATTY - 2 OUNCE (10 lbs)	1 / 10#		
FLOUNDER FISH FILLET, BREADED, RAW, 4 OZ FROZEN (10 lb CASE)	1 / 10#		
SAUSAGE, ANDOUILLE	1 / 10 lb.		
TURKEY BOLOGNA, BUTTERBALL 5oz. SLICED FROZEN	12 / 2 lb.		
TURKEY ROAST, BONELESS, WHITE / DARK RAW (20 lbs)	22# Case		
TURKEY ROLL, CAROLINA WHITE DELI W/BROTH	2 / 10 lb.		
TURKEY, CORN DOGS, FROZEN (18 lbs)	18# Case		
SECTION II - CHEESE / EGGS / DAIRY PRODUCTS:	Unit of Measure	Unit Price	Item#
CHEESECAKE PIE FILLING, INSTANT, 6/4#	12 / 10 oz		
CHEESE, AMERICAN, YELLOW, 160 SLICES (20)			
CHEESE, AMERICAN, TELECOV, 100 SCIOES (20)	4 / 5#		
CHEESE, CHEDDAR SAUCE, 6 / # 10	4 / 5# 6 / # 10		
CHEESE, CHEDDAR SAUCE, 6 / # 10	6 / # 10		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40)	6 / # 10 1 / 42# AVG		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48)	6 / # 10 1 / 42# AVG 48# Case		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10	6 / # 10 1 / 42# AVG 48# Case 3 / #10		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22)	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb.	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ.	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ. SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS,	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz Unit of Measure	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ. SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS, APPLES, SLICED, FANCY, IN WATER 6.5 LB (6 - 6.5)	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz Unit of Measure 6 / # 10	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ. SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS, APPLES, SLICED, FANCY, IN WATER 6.5 LB (6 - 6.5) APPLESAUCE, UNSWEETENED (6- # 10)	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz Unit of Measure 6 / # 10 6 / #10	Unit Price	Item#

CAKE MIX, WHITE (6-5 lbs)	6 / 5#		
CAKE MIX, YELLOW (6-5 lbs)	6 / 5#		
CAKE, COCONUT, 9", FROZEN, CASE OF 4	4 / 55 oz		
CAKE, PEACHES AND CREAM BUNDT (6)	6 / Case		
CHIPS, POTATO, BBQ, LAYS (104-1 oz)	104 / Case		
CHIPS, POTATO, REGULAR, LAYS (104-1 oz)	104 / Case		
CHIPS, POTATO, SOUR CREAM & ONION, LAYS (104-1 oz)	104 / Case		
COCONUT FLAKE - SWEET	2 / 5#		
COCONUT, BULK, FROZEN, 10 #	1 / 10#		
COOKIE, CHOCOLATE CRÈME FILLED, MOUNTAIN FARM	125 / 1.2 oz.		
COOKIE, NABISCO VANILLA WAFER (10 lbs)	6 / 13.3 oz		
COOKIE, OATMEAL CRÈME FILLED, MOUNTAIN FARM	125 / 1.2 oz.		
CRACKERS, SALTINES (500 / 2pk)	500 / 2pk		
CRANBERRY SAUCE, 6 / # 10	6 / 10#		
DANISH, PETITE, VARIETY (96-1.25)	4 / 24 ct		
DANISH, SARAH LEE VARIETY	24 / 3.25 oz.		
DOUGH, CHOCOLATE CHIP JUMBO	160 / 2.5 oz		
DOUGH, OATMEAL RAISIN, JUMBO (160-2.5)	120 / 3oz		
HONEY BUNS, MINI (96-1.36)	96 / 1.36 oz		
ICE CREAM CHOCOLATE	48 / 4 oz.		
ICE CREAM, STRAWBERRY, FROZEN, 4 OZ. CUP (12)	1 / 48 ct		
ICE CREAM, VANILLA, FROZEN, 4 OZ. CUP (12)	1 / 48 ct		
MUFFIN MIX, BLUEBERRY IMITATION (30)	6 / 5#		
PEACHES, IRREGULAR SLICED, LIGHT SYRUP (6-#10)	6 / 10#		
PEAR, HALVES, 35-40, LIGHT SYRUP (6-#10)	6 / # 10		
PIE, CHOCOLATE CREAM, 10" (6)	6 / 27 oz		
PIE, LEMON MERINGUE GRAND, 10" (6-36)	6 / 36 oz		
PIE, PECAN, SOUTHERN STYLE, 10" BKD (6-36)	6 / 36 oz		
PIE, PUMPKIN, 10", BKD (6-36)	6 / 43 oz		
PIE, SWEET POTATO, 10" BKD (6-40)	6 / 40 oz		
PINEAPPLE, MAGELLAN SLICED, 66 COUNT, JUICE (6-#10)	6 / 10#		
PUDDING, CHOCOLATE (6-# 10)	6 / #10		
PUDDING, VANILLA (6-#10)	6 / #10		
SECTION IV - VEGETABLES:	Unit of Measure	Unit Price	Item#
BEAN, ALLENS VEGETARIAN, BAKED (6-#10)	6 / #10		
BEAN, VEGETARIAN, NAVY IN TOMATO SAUCE (6-#10)	6 / #10		
BEANS, ALLENS REFRIED, VEGETARIAN, FANCY (6-#10)	6 / #10		
BEANS, DRY LIMA, BABY, (20)	6 / # 10		
BEANS, DRY, GREAT NORTHERN (20)	6 / # 10		
BEANS, DRY, LIMA, LARGE (20)	6 / # 10		
BEANS, DRY, PINTO, TRIPLED CLEANED (20)	50# Bag		
COLLARDS, CHOPPED (6-# 10)	6 / #10		

CORN, ON COB, FROZEN, 3", GRADE A / CT WEST CREEK (96 ct)	1 / 96 ct	
CORN, WHOLE KERNEL (6-#10)	6 / #10	
CUT GREEN BEANS	6 10 lb.	
EGG ROLL, VEGETABLE, FROZEN, 3 OZ. (100)	72 / 3 oz	
ITALIAN MEATBALL-FROZEN (10)	320 / Case	
MIXED VEGETABLES, WEST CREEK	6 / #10 cn	
MUSHROOMS, PIECES & STEMS	6 / #10	
OKRA, HEAVY BREADED, FROZEN, SOUTH STYLE (20)	4 / 5#	
PEAS, GREEN (6-#10)	6 / #10	
PEAS, DRY, BLACK EYE (20)	6 / # 10	
PEAS, WEST CREEK ENGLISH (6-#10)	6 / #10	
POTATO, INSTANT MASHED W/ VITAMIN C (6-5.31 cans)	6 / 5.31#	
POTATOES, WHOLE, NEW, 6 / #10, 60-80 CT	6 / #10	
POTATOES, YAM, CUT (6-#10)	6 / #10	
SPINACH, POPEYE (6-#10)	6 / #10	
SQUASH, YELLOW, BREADED, FROZEN, SLICED (30)	1 / 20#	
TATER TOTS, ORE IDA	6 / 5#	
TOMATOES, DICED, 3/4", IN JUICE (6-#10)	6 / #10	
TURNIP GREENS, CHOPPED, FANCY (6-#10)	6 / #10	

SECTION V - FLOURS, MEALS, GRAINS, BREADS Unit of Measure Unit Price Item# BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) 240 / 1 oz CORN MEAL, PLAIN, WHITE 1 / 25# CORN MEAL, SELF-RISING, YELLOW (25 lbs) 1 / 25# FLOUR, ALL PURPOSE, H&R (50) 1 / 50# FLOUR, SELF RISING (50) 1 / 50# FLOUR, TORTILLA, 8" PRESSED (12) 144 / 2.11 oz GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) 6 / 16 oz 6 / 1.5 pound GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) bags GRITS, QUICK COOKING (40) 8 / 5# MACARONI, ELBOW PASTA, LUIGI 10 lb. OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. RICE, LONG GRAIN, PARBOILED (50) 50# Case SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. 24# / Case TOAST FRENCH STICKS, SLICED (10) YEAST ROLLS, FROZEN (150-2.4oz) 245 / Case

SECTION VI - JELLIES, SPREADS, ETC.:	Unit of Measure	Unit Price	Item#
JELLY, APPLE (6-#10)	6 / # 10		
JELLY, GRAPE, (6-#10)	6 / # 10		
PEANUT BUTTER, CREAMY (WEST CREEK) (30)	6 / # 10		
TEAUTO DOTTER, OREALINI (WEST SIZELY) (SS)	07 11 10		
SECTION VII - CEREALS:	Unit of Measure	Unit Price	Item#
CEREAL, HOSPITALITY, FROSTED FLAKES	4 / 35 oz.		
CEREAL, HOSPITALITY, RAISIN BRAN	4 / 35 oz.		
CEREAL, HOSPITALITY , TOASTED OATS HONEY NUT	4 / 35 oz.		
SECTION VIII - SOUPS, SOUP BASES:	Unit of Measure	Unit Price	Item#
SOUP, CHICKEN NOODLE (12/50 oz)	12 / 50 oz		
SOUP, CREAM OF CHICKEN (12-50 oz)	12 / 50.5 oz		
SOUP, TOMATO, (12 / 50 OZ)	12 / 51 oz		
SECTION IX - SEASONINGS, SPICES, FLAVORINGS, SAUCES, COLORINGS, DRESSING, MIXES, ETC.	Unit of Measure	Unit Price	Item#
BAKING POWDER CAN (10)	6 / 5#		
BAKING SODA (18)	12 / 2#		
BAR-B-QUE SAUCE (4- 1 gal)	4 / 1 gal		
BASIL, SWEET, (6 / 5 OZ.)	6 / 24 oz		
CELERY SEED (6)	6 / 1#		
CHILI MIX SEASONING, NO MSG (6-5.7 oz)	6 / 13 oz		
CHILI POWDER, LIGHT, NO MSG (6-18)	6 / 18 oz		
CHIPS, CHOCOLATE, BULK, FROZEN, 25 #	1 / 25#		
CHIPS, HERSHEYS CANDY CHOC SEMI-SWEET	25 lb.		
CINNAMON, GROUND (6-18)	6 / 18 oz		
COCOA-HERSHEY-(5 POUND BAG)	1 / 5#		
CORN STARCH, (24 / 1 #)	24 / 1#		
CUMIN, GROUND (6-14 oz)	6 / 14 oz		
GARLIC POWDER (16 lbs)	3 / 6#		
GARLIC SALT (6-41.24 oz)	1 / 41.25 oz		
HOT SAUCE (4- 1 gal)	4 / 1 gal		
ITALIAN SEASONING (6-6.25 oz)	6 / 6.25 oz		
LEMON JUICE, PIKNIK RECONSTITUTED	4 / 1 gal.		
LEMON PEPPER (6-28 oz)	6 / 28 oz		
LIQUID SMOKE (4-1 gal)	4 / 1 gal		
MAYONNAISE HEAVY DUTY (4-1 gal)	4 / 1 gal		
MAYONNAISE, PC, PACKET (200-9gm)	500 / 9 grm		
MUSTARD, PREPARED (4-1gal)	4 / 1 gal		

SECTION X - DRINKS, JUICES, ETC.:	Unit of Measure	Unit Price	Item#
VINCOAIX, WITHE, 30 GIVAIIN, DISTILLED (4-1 gal)	4/ 1 yai		
VINEGAR, WHITE, 50 GRAIN, DISTILLED (4-1 gal)	4 / 1 gal		
VANILLA FLAVORING, IMITATION (6-32 oz)	6 / 32 oz		
TOMATO PASTE (6-#10) TOMATO SAUCE, CONC (6-#10)	6 / #10 6 / #10		
TOMATO RASTE (6, #40)	1,000 / 9 grm		
TOMATO KETCHUP, 33%, FANCY CONC. (6-#10)	6 / # 10		
THYME, GROUND, 6 / 11 OZ. (Leaves-not ground)	6 / 6 oz		
TERIYAKI SAUCE, (4 / 1 GAL)	4 / 1 gal		
TACO MIX (6-9 oz)	6 / 9 oz		
SYRUP, PANCAKE & WAFFLE, DELUXE (4-1 gal)	4 / 1 gal		
SYRUP, BLENDED, (4 / 1 Gal)	4 / 1 gal		
SWEET RELISH	4 / 1 gal.		
SUGAR, POWDER, DIXIE CRYSTAL	1 / 50#		
SUGAR, GRANULATED, FINE (EXTRA FINE) (50 lbs)	1 / 50#		
SUGAR, GOLDEN BROWN (50 lbs)	1 / 50#		
SOY SAUCE (4-1 gal)	4 / 1 gal		
SLOPPY JOE MIX, 12 / 16 OZ. (12-15 oz)	6 / 15 oz		
SHORTENING, SOLID, SOY BLEND (50 lbs)	50 # Case		
SEASONALL (6-35 oz)	6 / 35 oz		
SALT, TABLE, IODIZED (24-26 oz)	24 / 26 oz		
SALSA, THICK AND CHUNKY (4-1 gal)	4 / 1 gal		
SAGE, GROUND (Rubbed) (6-6oz)	6 / 6 oz		
RANCH DRESSING MIX	18 / 3.2 oz.		
POULTRY SEASONING (6-12 oz)	4 / 24 oz		
PIZZA SAUCE WITH BASIL	10 lb.		
PICKLES, SPEAR, DILL KOSHER, 240-270 CT (5 gal bucket)	5 gal		
PICANTE SAUCE (4-1 gal)	4 / 138 oz		
PEPPERS, RED, CRUSHED (6-13 oz)	6 / 13 oz		
PEPPERS, JALEPENO, SLICED (6-# 10)	6 / 10#		
PEPPER, CAYENNE, GROUND (6-14 oz)	6 / 14 oz		
PEPPER, BLACK, GROUND (3.5 lbs)	1 / 5#		
OREGANO, MEDITERRANEAN STYLE (4-24 oz)	6 / 13 oz		
ONION POWDER (6-20 oz)	6 / 20 oz		
OIL, CANOLA, CLEAR, FRY. LIQUID, (35 #)	1 / 35#		
MUSTARD, PREPARED, PC, PACKET (500-4.5gm)	500 / 4.5		ļ

SECTION X - DRINKS, JUICES, ETC.:

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COFFEE-REGULAR (28-10 oz)	28 / 10 oz		
COFFEE, JFG URN PACK, GROUND	12 / 14 oz		
MAXWELL HOUSE MASTER BLEND COFFEE	42/1.25 oz.		
TEA, ICED, BLACK, LARGE INSTL. BAGS, 100% LEAF (96-1 oz)	96 / 1 oz		

1 / 500 ft		
1 / 500 ct		
1 / 1,000 ct		
8 / 125 ct		
1,000 ct		
1 / 5 gal.		
4 / 1 gal		
4 / 9#		
1 / 2,000 ft		
2 / 500 ct		
1,000 ct		
4 / 500 ct		
10 / 20 ct		
1 / 144 ct		
1,000 ct		
1 / 1,000 ct		
1,000 ft		
100 ea / 1 cs		
1 / 18"		
1 / 2.5 gal.		
10.89 / 20 ct. Cs.		
4 / 10 ct		
1,000 ct		
2 / 100 ct		
	1 / 500 ct 1 / 1,000 ct 8 / 125 ct 1,000 ct 1 / 5 gal. 4 / 1 gal 4 / 9# 1 / 2,000 ft 2 / 500 ct 1,000 ct 4 / 500 ct 10 / 20 ct 1 / 144 ct 1,000 ct 1 / 1,000 ct 1 / 1,000 ft 100 ea / 1 cs 1 / 18" 1 / 2.5 gal. 10.89 / 20 ct. Cs. 4 / 10 ct 1,000 ct	1 / 500 ct 1 / 1,000 ct 8 / 125 ct 1,000 ct 1 / 5 gal. 4 / 1 gal 4 / 9# 1 / 2,000 ft 2 / 500 ct 1,000 ct 4 / 500 ct 10 / 20 ct 1 / 144 ct 1,000 ct 1 / 100 ea / 1 cs 1 / 18" 1 / 2.5 gal. 10.89 / 20 ct. Cs. 4 / 10 ct 1,000 ct

2.0 SUBMISSION OF BIDS

- 2.01 Complete and include all the Mandatory Exhibit Documents shown below in 2.03. Failure to include any of the mandatory documents listed may result in disqualification. All responses must be in writing.
- 2.02 Bidders must submit their response in a sealed envelope clearly marked with "INVITATION FOR BID#: 009-45" on the outside. The submittal must be signed. Faxed or emailed bids are not accepted.
- 2.03 Follow these instructions carefully. Complete and return the following Mandatory Documents included in your bid envelope.

Exhibit A - Signed Contract

Exhibit B – Bid Response Sheet

Exhibit D – W-9 Form

Exhibit E – E-Verify Affidavit Exhibit F - Ethics Affidavit Copy of Business License Certificate of Insurance

- 2.04 Bidders are responsible to review and comply with any Addenda regarding this IFB posted on the County Website, sign and return all Addenda with the bid package response.
- 2.05 All bids must be sealed.
- 2.06 If a Bid Bond is required then it must be included in the bid response.
- 2.07 Any exceptions to specifications must be in writing and enclosed in the bid response.
- 2.08 Bids openings are open to the public and bidders may attend but are not required to do so.
- 2.09 All bids, supporting materials and correspondence relating to this IFB become property of Hall County when received.
- 2.10 Bidder bears all responsibility for expenses incurred in responding to this IFB and such to be borne exclusively by the proposer.
- 2.11 Bidders may submit bids to the following address by the deadline date and time. Deliver Bids in person or by FedEx/UPS/USPS or Courier to:

Mike Hawkins
Issuing Officer
Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road,
Gainesville, Georgia 30504

NOTICE: Bidders are responsible for delivering their bids to the Purchasing Department on the 4th Floor of the Hall County Government Center before 2:00 PM on the due date provided. All Bids must be time stamped by the receptionist on the 4th floor.

If you desire to submit a "NO BID", response then please indicate by checking

here:	·	
No Bid.		
Please list the reason for no bid below.		

IFB#: 009-45 GROCERY & MEAT ITEMS			T				
II DII. 300 40 SKOSEKI WIIIEAN TIEING			Corporation cross. GA	Sysco Atlanta G		Foodserv	ormance vice - Atlanta vood, GA
SECTION 1 - MEATS / MEAT PRODUCTS:	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number		Item Number
BBQ BEEF CHPD TVP W/SAUCE (20)	4 / 5#	\$0.00		\$69.55	1209360	\$60.35	50660
BEEF BOTTOM, ROUND, GOOSENECK, FROZEN (+-70 lbs)	3 / 28# AVG	\$0.00		\$4.10/lb.	8155274	\$4.0118/lb	151447
BEEF FRANKS, ALL BEEF, 8 X 1 - 6" (10 lbs)	2 / 5#	\$0.00		\$39.74	1137728	\$49.45	157492
BEEF RAVIOLI, TOMATO SAUCE (6-# 10)	6 / #10	\$0.00		\$98.75	4824785	\$51.24	79975
BEEF, GROUND, 80% / 20 %, (10 # AVG) CHUB FZ	8 / 10# AVG	\$0.00		\$0.00		\$3.4706/lb	35109
CHICKEN BREAST MEAT, CHICKEN SALAD (10 lbs)	10# Case	\$0.00		\$49.20	9910290	\$46.92	197446
CHICKEN BREAST PATTY, BREADED, FROZEN (10 lbs) CHICKEN SAUSAGE PATTY, FROZEN BISCUIT (10 lbs)	10# Case 10# Case	\$0.00 \$0.00		\$28.69 \$48.75	8475695 3640572	\$37.51 \$49.96	27757 243015
CHICKEN TENNDR FRTR HMSTYL	2 / 5#	\$0.00		\$28.69	8475695	\$22.94	267899
CHICKEN WING, JUMBO, FRESH FROZEN, UNBREADED, 200 CT (40 lbs)	4 / 10#	00.00		6444.05	0044700	#40F 0F	000044
CHICKEN WING, UNBREADED 120 TO 180	3 / 5 lb.	\$0.00 \$0.00		\$114.25 \$0.00	6344790	\$125.65 \$67.94	998314 93306
CHICKEN, LEG QUARTERS - FRESH (40 lbs)	4 / 10#	\$0.00		\$38.89	1803287	\$36.35	210760
CHICKEN, SAUSAGE PATTY - 2 OUNCE (10 lbs)	1 / 10#	\$0.00		\$0.00		\$49.96	24301
FLOUNDER FISH FILLET, BREADED, RAW, 4 OZ FROZEN (10 lb CASE)	1 / 10#	\$0.00		\$57.05	8888364	\$72.54	57901
SAUSAGE, ANDOUILLE	1 / 10 lb.	\$0.00		\$57.95 \$40.72	0579425	\$45.51	513091
TURKEY BOLOGNA, BUTTERBALL 5oz. SLICED FROZEN	12 / 2 lb.	\$0.00		\$57.99	2054286	\$53.98	475807
TURKEY ROAST, BONELESS, WHITE / DARK RAW (20 lbs)	22# Case	\$0.00		\$0.00		\$0.00	
TURKEY ROLL, CAROLINA WHITE DELI W/BROTH	2 / 10 lb.	\$0.00		\$0.00		\$0.00	
TURKEY, CORN DOGS, FROZEN (18 lbs)	18# Case	\$0.00		\$56.25	1148881	\$0.00	
BEEF TIPS CABASA	2/5#	\$0.00		\$0.00	-	\$11.24	331776
RAW FLOUNDER	2/5# 1/10#	\$0.00 \$0.00		\$0.00 \$0.00		\$54.42 \$48.42	497549 451823
SHREDDED CHICKEN	1/30#	\$0.00		\$0.00		\$137.65	190244
RAW CHICKEN BREAST	4/10#	\$0.00		\$0.00		\$0.00	
PORK LOIN	2/10#	\$0.00		\$2.40/lb	5812296	\$2.72	924516
PEPPERONI	1/10#	\$0.00		\$56.60	7229441	\$42.47	78616
SECTION II - CHEESE / EGGS / DAIRY PRODUCTS:	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number	Unit Price	Item Number
CHEESE CAKE PIE FILLING, INSTANT, 6/4#	12 / 10 oz	\$0.00		\$117.98	1678481	\$133.33	30837
CHEESE, AMERICAN, YELLOW, 160 SLICES (20)	4 / 5#	\$0.00		\$49.99	6697890	\$53.22	158720
CHEESE, CHEDDAR SAUCE, 6 / # 10	6 / # 10	\$0.00		\$53.72	1797570	\$51.96	869292
CHEESE, CHEDDAR, MILD, BLOCK (40)	1 / 42# AVG	\$0.00		\$2.10/lb	2370179	\$2.28	157185
CHEESE, MOZZARELLA, LOAF, LMPS (48)	48# Case	\$0.00		\$2.43/lb	2856179	\$2.20	232134
CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22)	3 / #10 1 / 15 doz	\$0.00 \$0.00		\$58.45 \$34.98	0492714 2105823	\$102.89 \$36.29	313165 517889
MARGARINE SOLIDS, WEST CREEK	30 - 1 lb.	\$0.00		\$31.75	5164175	\$30.29	517669
MILK, EVAPORATED, 48 / 12 OZ.	48 / 12 oz.	\$0.00		\$29.98	4219747	\$45.28	515391
WHIPPING CREAM	6 Quarts/Case	\$0.00		\$57.01	4828802	\$64.47	199406
SOUR CREAM	2/5#	\$0.00		\$17.36	5020193	\$19.72	201096
PARMESAN CHEESE	1/10#	\$0.00		\$44.59	4066781	\$21.61	238641
CREAM CHEESE	8/1#	\$0.00		\$0.00	0007740	\$68.36	55749
WHOLE MILK BUTTER MILK	1/128 oz 1/128 oz	\$0.00 \$0.00		\$19.35 \$16.89	2327740 8653909	\$25.47 \$25.04	515324 515372
PINT MILK	8 oz	\$0.00		\$0.00	0033909	\$19.07	580828
SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS, ETC.:	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number		Item Number
APPLES, SLICED, FANCY, IN WATER 6.5 LB (6 - 6.5)	6 / # 10	\$0.00		\$63.25	4061875	\$69.68	228588
APPLESAUCE, UNSWEETENED (6- # 10)	6 / #10	\$0.00		\$53.95	1501238	\$48.44	228630
BROWNIE MIX, PREMIUM (6-6 lbs)	4 / 120 oz	\$0.00		\$41.40	1242439	\$92.39	66833
CAKE MIX, CHOCOLATE DEVILS FOOD (6-5 lbs)	6 / 5#	\$0.00		\$42.85	1242985	\$68.19	641681
CAKE MIX, SPICE (6-5 lbs) CAKE MIX, WHITE (6-5 lbs)	6 / 5# 6 / 5#	\$0.00 \$0.00		\$0.00 \$38.59	5301601	\$0.00 \$89.51	30835
CAKE MIX, YELLOW (6-5 lbs)	6 / 5#	\$0.00		\$37.25	5301601	\$37.54	898239
CAKE, COCONUT, 9", FROZEN, CASE OF 4	4 / 55 oz	\$0.00		\$37.25 \$68.95	4867921	\$37.5 4 \$71.51	69518
CAKE, PEACHES AND CREAM BUNDT (6)	6 / Case	\$0.00		\$0.00	155552	\$0.00	
CHIPS, POTATO, BBQ, LAYS (104-1 oz)	104 / Case	\$0.00		\$46.65	5511134	\$48.92	53888
CHIPS, POTATO, REGULAR, LAYS (104-1 oz)	104 / Case	\$0.00		\$46.65	5511175	\$48.92	39879
CHIPS, POTATO, SOUR CREAM & ONION, LAYS (104-1 oz)	104 / Case	\$0.00		\$45.99	5511183	\$48.92	39889
COCONUT FLAKE - SWEET	2 / 5# 1 / 10#	\$0.00		\$34.98	4510871	\$31.52	54817
COCONUT, BULK, FROZEN, 10 # COOKIE, CHOCOLATE CRÈME FILLED, MOUNTAIN FARM	1 / 10# 125 / 1.2 oz.	\$0.00 \$0.00		\$0.00 \$0.00	+	\$0.00 \$46.86	53578
COOKIE, NABISCO VANILLA WAFER (10 lbs)	6 / 13.3 oz	\$0.00	+	\$14.95	4008314	\$26.86	80725
COOKIE, OATMEAL CRÈME FILLED, MOUNTAIN FARM	125 / 1.2 oz.	\$0.00		\$0.00		\$46.86	53578
CRACKERS, SALTINES (500 / 2pk)	500 / 2pk	\$0.00		\$19.75	6056105	\$19.05	969113
CRANBERRY SAUCE, 6 / # 10	6 / 10#	\$0.00		\$73.98	5729967	\$66.27	556196
DANISH, PETITE, VARIETY (96-1.25)	4 / 24 ct	\$0.00		\$0.00	1005717	\$34.87	9907
DANISH, SARAH LEE VARIETY	24 / 3.25 oz.	\$0.00		\$32.98	1086313	\$30.28	8349
DOUGH, CHOCOLATE CHIP JUMBO	160 / 2.5 oz	\$0.00		\$0.00		\$66.85	510028

SOCIATION CANADA MORNIA (JAMOS) (100-25) 120								
CRICIAGE CONTROL CON	DOUGH, OATMEAL RAISIN, JUMBO (160-2.5)	120 / 3oz	\$0.00		\$0.00		\$62.68	916626
CE COPERAL STRANGER PROPER ADY CUIP (12) 1.148-d. 3000 5.2018 5.201	HONEY BUNS, MINI (96-1.36)	96 / 1.36 oz	\$0.00		\$0.00		\$58.98	257530
CECRETAL MANULA FROZEN A DC CUP (2)	ICE CREAM CHOCOLATE	48 / 4 oz.	\$0.00		\$21.99	3412424	\$23.48	531955
CECRETAL MANULA FROZEN A DC CUP (2)	ICE CREAM STRAWBERRY FROZEN 4 OZ CLIP (12)							
SUPPLY NOTE SUCCESS 1907	, ,							
ESCHEIN PRODUCT SURED LORT SYMPLY BEATING. F. PERRY HAVES, SELECT SURED LORT SYMPLY BEATING. F. PERRY HAVES, SELECT SURED LORT SYMPLY BEATING. F. PERRY HAVES, SELECT SURED LORT SYMPLY BEATING. F. PERRY HAVES AND SYMPLE SELECT SURED LORD SELEC			_		<u> </u>	3412410		221991
PARE LANGUA VERS (1944) LINEST SEVER (1941) PL LANGUA WERKER (1946) P	. ,							
PROCEDURATE CREAM, 167 (9)	, , , , , , , , , , , , , , , , , , , ,							
PRINCE PRINCE PRINCE 19 (19 (19 (19 (19 (19 (19 (19 (19 (19	PEAR, HALVES, 35-40, LIGHT SYRUP (6-#10)	6 / # 10	\$0.00		\$75.98	6469217	\$65.32	229693
PEPED PEPED SOUTHERN STYLE 17 SERO (9.36)	PIE, CHOCOLATE CREAM, 10" (6)	6 / 27 oz	\$0.00		\$51.99	9789686	\$48.56	199376
PEPED PEPED SOUTHERN STYLE 17 SERO (9.36)	PIE. LEMON MERINGUE GRAND, 10" (6-36)	6 / 36 oz	\$0.00		\$48.85	9809153	\$55.31	199373
P.								
PIEL SPEEET FOATON, OF BIOGLE-BO) PREAPPEL, MAGUAL SUCCE, 06 COUNT, JUICE (9410) 9.7109 9.000 9.737.86 9.00198 9.7790272 9.34460 9.7390								
PRIADEPLE, MAGRELLAN SLECCO, DE COLINT, LUICE (6-810)								
PUDDING, CAPAGO, 469(19)			_		<u> </u>			
PUDDING AWAILA (6410)	PINEAPPLE, MAGELLAN SLICED, 66 COUNT, JUICE (6-#10)	6 / 10#	\$0.00		\$37.98	4301958	\$47.02	267822
Property	PUDDING, CHOCOLATE (6-# 10)	6 / #10	\$0.00		\$44.75	7295272	\$44.69	533555
DECED PEARS 6010	,	6 / #10						
RED VELVET CAME			_		<u> </u>	7200200		
CHOCOLATE CAKE						-		
MACADAMA COOKIES								
PEANLY ENTER COOKES 1/16/Ps 150.00 50.	CHOCOLATE CAKE	4-3#'s	\$0.00		\$0.00		\$68.48	10682
### SECTION IV - VEGETABLES: ### Unit of Measure* Unit Price Unit Price Non-Number Unit Price Item Number Unit Price	MACADAMIA COOKIES	1/16#'s	\$0.00		\$0.00		\$75.24	684105
### SECTION IV - VEGETABLES: ### Unit of Measure* Unit Price Unit Price Non-Number Unit Price Item Number Unit Price	PEANUT BUTTER COOKIES	1/16#'s	\$0.00		\$0.00		\$47.52	684102
BERNAL ALLENS VEGETARIANA BAKED (0-010) 0 / 710 0 0 0			*****		70.00		******	
BEAN LIGETARIAN NAVY IN TOMATO SALUCE (6-810) BEANS ALEINER SERVER DECERPRED (MOET PARK) FARTY (6-810) BEANS ALEINER SERVER DECERPRED (1961 PARK) FARTY (6-810) BEANS BOY LIMA, LARGE (20) BEANS BOY LIMA, LARGE (20) BEANS BOY LIMA, LARGE (20) BEANS BOY, LIMA, LARGE (20) B	SECTION IV - VEGETABLES:	Unit of Measure		Item Number	Unit Price	Item Number	Unit Price	Item Number
BEAN, LIGETARIAN, NAVY IN TOMATO SALICE (64-01) BEANS, ALLENS REPRIED, MCETARIAN, PANCY (64-01) BEANS, ALLENS REPRIED, MCETARIAN, PANCY (64-01) BEANS, BLY, LIMA, BABY (20) BEANS, BLY, LIMA, BABY (20) BEANS, BLY, LIMA, LARGE (20) BEANS, BLY,	BEAN ALLENS VEGETARIAN BAKED (6-#10)	6 / #10	\$0.00		\$45.53	5933718	\$41.86	883250
BEANS, DRY, LIAN, BABY, (20) 6,710 8000 9,300 134155 6996728 34124 30302 8EANS, DRY, LIAN, LARGE (20) 6,711 0 8000 34155 6996728 34124 30303 8EANS, DRY, GREAT NORTHERN (20) 6,711 0 8000 333725 6996728 34124 30303 8EANS, DRY, LIAN, LARGE (20) 6,711 0 8000 33725 6996728 34134 30303 8EANS, DRY, LIAN, LARGE (20) 6,711 0 8000 33725 6996728 34134 30303 8EANS, DRY, LIAN, LARGE (20) 6,711 0 8000 33725 6996328 34342 4183089 343,33 80003 8EANS, DRY, LIAN, LARGE (20) 6,711 0 8000 34342 4183089 343,88 65590 CORL, ON COSE, FROZEN, 37, GRADE A / CT WEST CREEK (96 ct) 7,716 ct 8000 34342 4183089 343,88 65590 CORL, ON COSE, FROZEN, 37, GRADE A / CT WEST CREEK (96 ct) 7,716 ct 8000 343469 7892285 537,46 999335 CORL, ON COSE, FROZEN, 37, GRADE A / CT CREER NEANS (77, 17, 17, 17, 17, 17, 17, 17, 17, 17,	` ,		-	 			-	
BEANS, DRY, LIMA, BABY, (20)				 		41101//		
BEANS DRY, CREAT NORTHERN (20) 6 / # 10			_			 		
BEANS DRY, LIMAL LARGE (20) 6 / # 10	BEANS, DRY LIMA, BABY, (20)	6 / # 10	\$0.00	<u> </u>	\$41.55	6936728	\$41.24	39038
BEANS DRY, LIMAL LARGE (20) 6 / # 10	BEANS, DRY, GREAT NORTHERN (20)	6 / # 10	\$0.00		\$38.25	4062360	\$37.96	863478
BEANS, DRY, PINTO, TRIPLED CLEANED (20) 509 Bag 50,00 343,42 418908 543,68 65590	, ,							
COLLARDS, CHOPPED (64 10) CORN, ON COB, FROZEN, 37, GRADE A / CT WEST CREEK (96 ct) 1 / 196 ct S0,000 S18,300 S18,3			_	+	<u> </u>			
CORN, NO COB, RROZEN 37, GRADE A / CT WEST CREEK (90 et)	. ,							
CORN, WHOLE KERNEL (e,#10) CORN, WHOLE KERNEL (e,#10) CORN, WHOLE KERNEL (e,#10) CORN, GERENBAS 6 10 Ib. \$0,000 \$33,00 \$34,00 \$	COLLARDS, CHOPPED (6-# 10)	6 / #10	\$0.00		\$37.50	0563134	\$38.59	38653
CORN, WHOLE KERNEL (6-#10) CORN, WHOLE KERNEL (6-#10) CORN, WHOLE KERNEL (6-#10) CORN, SONO S33.00	CORN, ON COB, FROZEN, 3", GRADE A / CT WEST CREEK (96 ct)	1 / 96 ct	\$0.00		\$41.69	7882285	\$37.46	993305
CUT GREEN BEANS 6 10 Ib. \$0.00 \$33.98 4.002378 \$37.86 \$89.87 FIGS ROLL VEGETABLE FROZEN 3 0Z. (100) 72.3 0Z. \$0.00 \$58.99 5. 6080815 \$55.21 \$7070447. TIALIAM KEATBALL FROZEN (10) 320 Case \$0.00 \$58.99 7.771901 \$35.167 \$290473. TIALIAM KEATBALL FROZEN (10) 320 Case \$0.00 \$58.99 7.771901 \$35.167 \$290473. MIXED VEGETABLE S.W EST CREEK 6.1410 \$0.00 \$58.99 5. 4172001 \$58.167 \$290473. MUSHROOMS, PIECES 8. STEMS 6.1410 \$0.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$58.95 \$40.00 \$40								
EGG ROIL, VEGETABLE, FROZEN, 3 OZ, (100) 72.7 3 oz 80.00 \$58.85 \$6886815 \$56.21 \$970447 \$17141NM PATS PATS PATS PATS PATS PATS PATS PATS			_		<u> </u>			
TRAILAM MEATBALL-FROZEN (10)								
MIXED VEGETABLES, WEST CREEK	EGG ROLL, VEGETABLE, FROZEN, 3 OZ. (100)	72 / 3 oz	\$0.00		\$58.55	6985815	\$56.21	97044?
MUSHROOMS, PIECES & STEMS 6 / #10 80.00 854.95 8507217 851.64 270561 0878A, HEAVY BREADED, FROZEN, SOUTH STYLE (20) 4 / 158 / 80.00 8528.15 27136273 851.86 85959285 PEAS. GREEN (6-#10) 6 / #10 80.00 857.00 857.00 4114088 856.59 93042 PEAS. DRY, BLACK EYE (20) 6 / #10 80.00 857.00 857.00 4114088 856.59 93042 PEAS. DRY, BLACK EYE (20) 6 / #10 80.00 857	ITALIAN MEATBALL-FROZEN (10)	320 / Case	\$0.00		\$59.99	7771991	\$31.67	298473
MUSHROOMS, PIECES & STEMS 6 / #10 80.00 854.95 8507217 851.64 270561 0878A, HEAVY BREADED, FROZEN, SOUTH STYLE (20) 4 / 158 / 80.00 8528.15 27136273 851.86 85959285 PEAS. GREEN (6-#10) 6 / #10 80.00 857.00 857.00 4114088 856.59 93042 PEAS. DRY, BLACK EYE (20) 6 / #10 80.00 857.00 857.00 4114088 856.59 93042 PEAS. DRY, BLACK EYE (20) 6 / #10 80.00 857	MIXED VEGETABLES, WEST CREEK	6 / #10 cn	\$0.00		\$46.50	4112926	\$49.51	863483
ORRA, HEAVY BREADED, FROZEN, SOUTH STYLE (20) FRAS, GREEN (8-810) FRAS	·							
PEAS, GREEN (6-#10) PEAS, DRY, BLACK EYE (20) 6 /# 10 80.00 857.00 4114088 836.99 836.							-	
PEAS, DRY, BLACK EVE (20) PEAS, WEST CREEK ENGLISH (6-#10) 6 / #10 \$0.00								
PEAS, WEST CREEK ENGUISH (6-#10)	PEAS, GREEN (6-#10)	6 / #10	\$0.00		\$54.85	4113650	\$46.14	863490
POTATOL (INSTANT MASHED W/ VITAMIN C (6-5.31 cans)	PEAS, DRY, BLACK EYE (20)	6 / # 10	\$0.00		\$37.00	4114088	\$36.59	39042
POTATOL (INSTANT MASHED W/ VITAMIN C (6-5.31 cans)	PEAS WEST CREEK ENGLISH (6-#10)	6 / #10	\$0.00		\$0.00		\$44.58	86349
POTATOES, WHOLE, NEW., 6 / #10, 60-80 CT	` ,					2677720		
POTATOES, YAM, CUT (6#10) 6 / #10	,							
SPINACH, POPEYE (6.#10)			_		<u> </u>			
SQUASH, YELLOW, BREADED, FROZEN, SLICED (30)	POTATOES, YAM, CUT (6-#10)	6 / #10	\$0.00		\$54.65	4114625	\$41.75	86347
SQUASH, YELLOW, BREADED, FROZEN, SLICED (30) 1 / 20# \$0.00 \$21.55 2773233 \$31.26 58237 TATER TOTS, ORE IDA 6 / 5# \$0.00 \$30.04 4978872 \$31.56 682889 TURNIP GREENS, CHOPPED, 14N, UIICE (6#10) 6 / #10 \$0.00 \$30.04 4978872 \$31.56 682889 TURNIP GREENS, CHOPPED, FANCY (6-#10) 6 / #10 \$0.00 \$40.09 5616842 \$38.64 39066 TURNIP GREENS, CHOPPED, FANCY (6-#10) 6 / #10 \$0.00 \$30.04 \$40.99 5616842 \$38.64 39066 6 / #10 \$0.00 \$30.535.55 50986411 \$36.09 878209 PIZZA SAUCE 6 / #10 \$0.00 \$35.35 50986411 \$36.09 878209 PIZZA SAUCE 6 / #10 \$0.00 \$41.55 6936728 \$51.16 576646 80.00 \$35.35 5098508 \$41.20 233006 LIMA BEANS 6 / #10 \$0.00 \$51.56 442551 \$49.24 32748 KIDNEY BEANS 6 / #10 \$0.00 \$51.56 4442551 \$49.24 32748 KIDNEY BEANS 6 / #10 \$0.00 \$30.00 \$33.90.5 4110235 \$37.51 83743 ROBERT NORTHERN BEANS 6 / #10 \$0.00 \$30.00 \$33.75 3362274 \$35.99 862156 CARROTS 6 / #10 \$0.00 \$46.25 4114195 \$38.00 883495 ESCTION V - FLOURS, MEALS, GRAINS, BREADS Unit of Measure Unit Price Unit Price Item Number Unit P	SPINACH, POPEYE (6-#10)	6 / #10	\$0.00		\$0.00		\$11.76	379381
TATER TOTS, QRE IDA	SOLIASH YELLOW BREADED FROZEN SLICED (30)	1 / 20#	\$0.00		\$21.55	2773233	\$31.26	58237
TOMATOES, DICED, 34*, IN JUICE (6.#10)			_		<u> </u>			
TURNIP GREENS, CHOPPED, FANCY (6-#10)								
TOMATO SAUCE 6 /#10 \$0.00 \$36.35 5096441 \$36.09 878209 PIZZA SAUCE 6 /#10 \$0.00 \$35.35 5096508 \$41.20 233006 BUTER BEANS 6 /#10 \$0.00 \$41.55 6936728 \$51.16 576646 BUTTER BEANS 6 /#10 \$0.00 \$41.55 6936728 \$51.16 576646 BUTTER BEANS 6 /#10 \$0.00 \$51.56 4542551 \$49.24 32748 KIDNEY BEANS 6 /#10 \$0.00 \$33.05 4110235 \$37.51 83743 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$33.05 4110235 \$37.51 83743 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$33.05 4110235 \$37.51 83743 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$33.05 4110235 \$37.51 83743 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 862156 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$46.25 4114195 \$38.02 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$46.25 4114195 \$38.02 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$46.25 4114195 \$38.02 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$46.25 4114195 \$38.02 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 862156 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$46.25 4114195 \$38.02 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 862156 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 862156 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 862156 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 863495 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.09 \$36.00 FOREAT NORTHERN BEANS 6 /#10 \$0.00 \$37.75 3362274 \$35.00 \$37.75 3362274 \$35.00 \$37.75 3362274 \$35.00 \$37.75 3362274 \$35.00 \$37.75 3362274 \$35.00 \$37.75 3362274 \$35.00 \$37.75 3362274 \$35.00 \$37.75 \$362275 \$37.47 \$36.00 \$37.75 \$36.20 \$37.75 \$36.20 \$37	, ,				\$30.64	4978872	\$31.58	682889
PIZZA SAUCE	TURNIP GREENS, CHOPPED, FANCY (6-#10)	6 / #10	\$0.00		\$40.69	5616842	\$38.64	39066
PIZZA SAUCE	TOMATO SAUCE	6 / #10	\$0.00		\$36.35	5096441	\$36.09	878209
LIMA BEANS 6 /#10 \$0.00 \$41.55 6936728 \$51.16 576646								
BUTTER BEANS 6 /#10 \$0.00 \$51.56 4542551 \$49.24 32748								
RIDNEY BEANS 6 / #10 \$0.00 \$39.05 4110235 \$37.51 83743								
SECTION V - FLOURS, MEALS, GRAINS, BREADS	ROLLEK BEANS	6 / #10				4542551	\$49.24	
PINTO BEANS			_		<u> </u>			027/2
PINTO BEANS	KIDNEY BEANS	6 / #10	_		<u> </u>		\$37.51	03/43
CARROTS 6 / #10 \$0.00 \$46.25 4114195 \$38.02 863495			\$0.00		\$39.05	4110235		
SECTION V - FLOURS, MEALS, GRAINS, BREADS Unit of Measure	GREAT NORTHERN BEANS	6 / #10	\$0.00 \$0.00		\$39.05 \$38.25	4110235 4062360	\$37.96	863428
Unit of Measure Price Item Number Unit Price Item Number Item Number Unit Price Item Number I	GREAT NORTHERN BEANS PINTO BEANS	6 / #10 6 / #10	\$0.00 \$0.00 \$0.00		\$39.05 \$38.25 \$37.75	4110235 4062360 3362274	\$37.96 \$35.09	863428 862156
Unit of Measure Price Item Number Unit Price Item Number Item Number Unit Price Item Number I	GREAT NORTHERN BEANS PINTO BEANS	6 / #10 6 / #10	\$0.00 \$0.00 \$0.00		\$39.05 \$38.25 \$37.75	4110235 4062360 3362274	\$37.96 \$35.09	863428 862156
BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) 240 / 1 oz \$0.00 \$37.98 7065584 \$29.35 32883 CORN MEAL, PLAIN, WHITE \$1 /25# \$0.00 \$19.45 4245833 \$18.60 531901 CORN MEAL, SELF-RISING, YELLOW (25 lbs) \$1 / 25# \$0.00 \$19.45 4245833 \$18.60 531901 CORN MEAL, SELF-RISING, YELLOW (25 lbs) \$1 / 25# \$0.00 \$19.20 8378111 \$20.80 81991 FLOUR, ALL PURPOSE, H&R (50) \$1 / 50# \$0.00 \$19.20 8378111 \$20.80 81991 FLOUR, SELF RISING (50) \$1 / 50# \$0.00 \$22.85 8378384 \$41.92 84643 FLOUR, TORTILLA, 8" PRESSED (12) \$38.20 2386142 \$18.18 515279 GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) \$6 / 16 oz \$0.00 \$29.65 8558215 \$29.04 438991 GRAVY MIX, PEPPERED, INSTANT (6-15 lb) \$6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) \$8 / 5# \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) \$12 / 42 oz \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) \$0.00 \$29.35 4862983 \$22.28 266747 TOAST FRENCH STICKS, SLICED (10) \$24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS	6 / #10 6 / #10	\$0.00 \$0.00 \$0.00 \$0.00		\$39.05 \$38.25 \$37.75	4110235 4062360 3362274	\$37.96 \$35.09	863428 862156
CORN MEAL, PLAIN, WHITE	GREAT NORTHERN BEANS PINTO BEANS CARROTS	6 / #10 6 / #10 6 / #10	\$0.00 \$0.00 \$0.00 \$0.00		\$39.05 \$38.25 \$37.75 \$46.25	4110235 4062360 3362274 4114195	\$37.96 \$35.09 \$38.02	863428 862156 863495
CORN MEAL, PLAIN, WHITE	GREAT NORTHERN BEANS PINTO BEANS CARROTS	6 / #10 6 / #10 6 / #10	\$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25	4110235 4062360 3362274 4114195	\$37.96 \$35.09 \$38.02	863428 862156 863495
CORN MEAL, PLAIN, WHITE	GREAT NORTHERN BEANS PINTO BEANS CARROTS	6 / #10 6 / #10 6 / #10	\$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25	4110235 4062360 3362274 4114195	\$37.96 \$35.09 \$38.02	863428 862156 863495
CORN MEAL, SELF-RISING, YELLOW (25 ibs) 1 / 25# \$0.00 \$0.00 \$13.24 922756 FLOUR, ALL PURPOSE, H&R (50) \$1 / 50# \$0.00 \$19.20 8378111 \$20.80 81991 FLOUR, SELF RISING (50) \$1 / 50# \$0.00 \$22.85 8378384 \$41.92 84643 FLOUR, TORTILLA, 8" PRESSED (12) \$0.00 \$38.20 2386142 \$18.18 515279 GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) \$6 / 16 oz \$0.00 \$29.65 8558215 \$29.04 438991 GRAVY MIX, PEPPERED, INSTANT (6-1.5 ib) \$6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) \$8 / 5# \$0.00 \$24.00/2lb. 4862702 \$21.21 251644 OATMEAL, QUICK COOKING (12-42 oz) \$12 / 42 oz \$0.00 \$60.35 856261 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN \$2 / 10 ib. \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" \$2 / 10 ib. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) \$24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS	6 / #10 6 / #10 6 / #10 Unit of Measure	\$0.00 \$0.00 \$0.00 \$0.00 Unit Price	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price	4110235 4062360 3362274 4114195 Item Number	\$37.96 \$35.09 \$38.02 Unit Price	863428 862156 863495 Item Number
FLOUR, ALL PURPOSE, H&R (50)	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245)	6 / #10 6 / #10 6 / #10 Unit of Measure	\$0.00 \$0.00 \$0.00 \$0.00 Unit Price	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98	4110235 4062360 3362274 4114195 Item Number	\$37.96 \$35.09 \$38.02 Unit Price \$29.35	863428 862156 863495 Item Number
FLOUR, SELF RISING (50) 1 / 50# \$0.00 \$22.85 8378384 \$41.92 84643 FLOUR, TORTILLA, 8" PRESSED (12) 144 / 2.11 oz \$0.00 \$38.20 2386142 \$18.18 515279 GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) 6 / 16 oz \$0.00 \$29.65 8558215 \$29.04 438991 GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) 6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) 8 / 5# \$0.00 \$41.40 2964401 \$41.13 978669 MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 PIZZA CRUST 16" REGULAR FROZEN PIZZA CRUST 16" REGULAR FROZEN \$2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) \$50# Case \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10)	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE	6 / #10 6 / #10 6 / #10 Unit of Measure	\$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45	4110235 4062360 3362274 4114195 Item Number	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60	863428 862156 863495 Item Number 32883 531901
FLOUR, TORTILLA, 8" PRESSED (12) 144 / 2.11 oz \$0.00 \$38.20 2386142 \$18.18 515279 GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) 6 / 16 oz \$0.00 \$29.65 8558215 \$29.04 438991 GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) 6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) 8 / 5# \$0.00 \$41.40 2964401 \$41.13 978669 MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25#	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00	4110235 4062360 3362274 4114195 Item Number 7065584 4245833	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24	863428 862156 863495 Item Number 32883 531901 922756
GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) 6 / 16 oz \$0.00 \$29.65 8558215 \$29.04 438991 GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) 6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) 8 / 5# \$0.00 \$41.40 2964401 \$41.13 978669 MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$339.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50#	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20	4110235 4062360 3362274 4114195 Item Number 7065584 4245833	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80	863428 862156 863495 Item Number 32883 531901 922756 81991
GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) 6 / 16 oz \$0.00 \$29.65 8558215 \$29.04 438991 GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) 6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) 8 / 5# \$0.00 \$41.40 2964401 \$41.13 978669 MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$339.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50#	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20	4110235 4062360 3362274 4114195 Item Number 7065584 4245833	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80	863428 862156 863495 Item Number 32883 531901 922756 81991
GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) 6 / 1.5 pound bags \$0.00 \$29.75 5078290 \$21.41 379987 GRITS, QUICK COOKING (40) 8 / 5# \$0.00 \$41.40 2964401 \$41.13 978669 MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) \$50# Case \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) \$24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50#	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92	863428 862156 863495 Item Number 32883 531901 922756 81991 84643
GRITS, QUICK COOKING (40) 8 / 5# \$0.00 \$41.40 2964401 \$41.13 978669 MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50#	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279
MACARONI, ELBOW PASTA, LUIGI 10 lb. \$0.00 \$24.00/2lb. 4862702 \$21.22 251644 OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991
OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, PLAIN, WHITE CORN MEAL, PLAIN, WHITE CORN MEAL, PLAIN, WHITE FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987
OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz \$0.00 \$60.35 8562621 \$52.24 57216 PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Unit Price \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987
PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. \$0.00 \$39.98 6400121 \$63.06 102724 RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5#	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41 \$41.13	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987 978669
RICE, LONG GRAIN, PARBOILED (50) 50# Case \$0.00 \$25.55 5848072 \$37.47 194607 SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5# 10 lb.	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb.	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41 \$41.13	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987 978669 251644
SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. \$0.00 \$29.35 4862983 \$22.28 256747 TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI OATMEAL, QUICK COOKING (12-42 oz)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5# 10 lb.	\$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb. \$60.35	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702 8562621	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41 \$41.13 \$21.22 \$52.24	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987 978669 251644 57216
TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI OATMEAL, QUICK COOKING (12-42 oz) PIZZA CRUST 16" REGULAR FROZEN	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5# 10 lb. 12 / 42 oz 2 - 10 ct.	\$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb. \$60.35 \$39.98	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702 8562621 6400121	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$41.92 \$18.18 \$29.04 \$21.41 \$21.41 \$41.13 \$21.22 \$52.24 \$63.06	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987 978669 251644 57216
TOAST FRENCH STICKS, SLICED (10) 24# / Case \$0.00 \$41.45 1251461 \$71.68 244816	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI OATMEAL, QUICK COOKING (12-42 oz) PIZZA CRUST 16" REGULAR FROZEN RICE, LONG GRAIN, PARBOILED (50)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5# 10 lb. 12 / 42 oz 2 - 10 ct.	\$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb. \$60.35 \$39.98	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702 8562621 6400121	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$41.92 \$18.18 \$29.04 \$21.41 \$21.41 \$41.13 \$21.22 \$52.24 \$63.06	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987 978669 251644 57216
	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI OATMEAL, QUICK COOKING (12-42 oz) PIZZA CRUST 16" REGULAR FROZEN RICE, LONG GRAIN, PARBOILED (50)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 50# 1 / 50# 1 / 50# 1 / 42 .11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5# 10 lb. 12 / 42 oz 2 - 10 ct. 50# Case	\$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb. \$60.35 \$39.98 \$25.55	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702 8562621 6400121 5848072	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41 \$41.13 \$21.22 \$52.24 \$63.06 \$37.47	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 438991 379987 978669 251644 57216 102724 194607
1245 10042	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI OATMEAL, QUICK COOKING (12-42 oz) PIZZA CRUST 16" REGULAR FROZEN RICE, LONG GRAIN, PARBOILED (50) SPAGHETTI, LUIGI PASTA 10"	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 50# 1 / 50# 1 / 50# 144 / 2.11 oz 6 / 16 oz 6 / 1.5 pound bags 8 / 5# 10 lb. 12 / 42 oz 2 - 10 ct. 50# Case 2 / 10 lb.	\$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb. \$60.35 \$39.98 \$25.55 \$29.35	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702 8562621 6400121 5848072 4862983	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41 \$41.13 \$21.22 \$52.24 \$63.06 \$37.47 \$22.28	863428 862156 863495 Item Number 32883 531901 922756 84643 515279 438991 379987 978669 251644 57216 102724 194607 256747
	GREAT NORTHERN BEANS PINTO BEANS CARROTS SECTION V - FLOURS, MEALS, GRAINS, BREADS BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) CORN MEAL, PLAIN, WHITE CORN MEAL, SELF-RISING, YELLOW (25 lbs) FLOUR, ALL PURPOSE, H&R (50) FLOUR, SELF RISING (50) FLOUR, TORTILLA, 8" PRESSED (12) GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) GRITS, QUICK COOKING (40) MACARONI, ELBOW PASTA, LUIGI OATMEAL, QUICK COOKING (12-42 oz) PIZZA CRUST 16" REGULAR FROZEN RICE, LONG GRAIN, PARBOILED (50) SPAGHETTI, LUIGI PASTA 10" TOAST FRENCH STICKS, SLICED (10)	6 / #10 6 / #10 6 / #10 Unit of Measure 240 / 1 oz 1 / 25# 1 / 25# 1 / 50# 1 / 50# 1 / 50# 1 / 6 oz 6 / 16 oz 6 / 16 oz 6 / 15 pound bags 8 / 5# 10 lb. 12 / 42 oz 2 - 10 ct. 50# Case 2 / 10 lb. 24# / Case	\$0.00 \$0.00	Item Number	\$39.05 \$38.25 \$37.75 \$46.25 Unit Price \$37.98 \$19.45 \$0.00 \$19.20 \$22.85 \$38.20 \$29.65 \$29.75 \$41.40 \$24.00/2lb. \$60.35 \$39.98 \$25.55 \$29.35	4110235 4062360 3362274 4114195 Item Number 7065584 4245833 8378111 8378384 2386142 8558215 5078290 2964401 4862702 8562621 6400121 5848072 4862983 1251461	\$37.96 \$35.09 \$38.02 Unit Price \$29.35 \$18.60 \$13.24 \$20.80 \$41.92 \$18.18 \$29.04 \$21.41 \$41.13 \$21.22 \$52.24 \$63.06 \$37.47 \$22.28 \$71.68	863428 862156 863495 Item Number 32883 531901 922756 81991 84643 515279 43991 379987 978669 251644 57216 102724 194607 256747 244816

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SLICED BREAD	24 Slices	\$0.00		\$35.99	8386815		\$37.98	297225
HAMBURGER BUNS HOT DOG BUNS	12 per pack 8 per pack	\$0.00 \$0.00		\$26.85 \$37.39 12/12ct	7223084 7223080		\$34.51 \$41.42	36897 36893
HOAGIE BUNS	6 per pack/72 box	\$0.00		\$38.85	8348286		\$41.42	857646
FETTUCCINE NOODLES	2/10#-20# per box	\$0.00		\$28.55	3021912		\$27.31	251735
TETTOOGINE NOOBLES	Zi Toli Zoli per box	ψ0.00		Ψ20.33	3021312		Ψ27.51	231733
SECTION VI - JELLIES, SPREADS, ETC.:	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number		Unit Price	Item Number
JELLY, APPLE (6-#10)	6 / # 10	\$0.00		\$77.40	9549114		\$0.00	
JELLY, GRAPE, (6-#10)	6 / # 10	\$0.00		\$80.29	4184461		\$53.51	989562
PEANUT BUTTER, CREAMY (WEST CREEK) (30)	6 / # 10	\$0.00		\$79.79	4009189		\$51.12	961634
STRAWBERRY PACKS (200 ct.)	6.5 # Box	\$0.00		\$21.80	5661186		\$14.80	128471
GRAPE PACKS	6.5 # Box	\$0.00		\$16.45	6008080		\$13.19	998922
SECTION VIII. SERVALS.	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number		Unit Price	Item Number
SECTION VII - CEREALS: CEREAL, HOSPITALITY, FROSTED FLAKES	4 / 35 oz.	\$0.00		\$0.00			\$25.29	76248
CEREAL, HOSPITALITY, RAISIN BRAN	4 / 35 oz.	\$0.00		\$31.50	6732788		\$24.94	76243
CEREAL, HOSPITALITY , TOASTED OATS HONEY NUT	4 / 35 oz.	\$0.00		\$0.00	0702700		\$26.53	76245
SECTION VIII - SOUPS, SOUP BASES:	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number			Item Number
SOUP, CHICKEN NOODLE (12/50 oz)	12 / 50 oz	\$0.00		\$66.49	4104402		\$65.55	265741
SOUP, CREAM OF CHICKEN (12-50 oz)	12 / 50.5 oz	\$0.00		\$64.95	4040325		\$68.78	26572?
SOUP, TOMATO, (12 / 50 OZ)	12 / 51 oz	\$0.00		\$55.59	4040390		\$55.20	26091
CREAM OF MUSHROOM	12 / 50 oz	\$0.00		\$68.70	4040382		\$65.42	265740
CHICKEN BROTH	12 / 50 oz	\$0.00		\$55.45	4212791		\$42.53	873948
BEEF BROTH	12 / 50 oz	\$0.00		\$0.00			\$45.07	568638
SECTION IX - SEASONINGS, SPICES, FLAVORINGS, SAUCES, COLORINGS, DRESSING, MIXES, ETC.	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number		Unit Price	Item Number
BAKING POWDER CAN (10)	6 / 5#	\$0.00		\$128.79	5517701		\$49.24	993374
BAKING SODA (18)	12 / 2#	\$0.00		\$30.49	7077490		\$19.94	957381
BAR-B-QUE SAUCE (4- 1 gal)	4 / 1 gal	\$0.00		\$39.46	4008355		\$45.39	234866
BASIL, SWEET, (6 / 5 OZ.)	6 / 24 oz	\$0.00		\$49.85	5790803		\$51.42	615865
CELERY SEED (6)	6 / 1#	\$0.00		\$13.85	5228499		\$68.98	44943
CHILI MIX SEASONING, NO MSG (6-5.7 oz)	6 / 13 oz	\$0.00		\$33.89	5444039		\$36.85	89876
CHILI POWDER, LIGHT, NO MSG (6-18)	6 / 18 oz	\$0.00		\$89.75	5228564		\$68.33	34395
CHIPS, CHOCOLATE, BULK, FROZEN, 25 #	1 / 25#	\$0.00		\$0.00			\$71.81	62902
CHIPS, HERSHEYS CANDY CHOC SEMI-SWEET	25 lb.	\$0.00		\$107.25	4015137		\$71.81	629021
CINNAMON, GROUND (6-18)	6 / 18 oz	\$0.00		\$111.91	5228606		\$85.62	242653
COCOA-HERSHEY-(5 POUND BAG)	1 / 5#	\$0.00		\$54.95	4324232		\$42.45	15083
CORN STARCH, (24 / 1 #)	24 / 1#	\$0.00		\$51.59	4073441		\$36.14	54035
CUMIN, GROUND (6-14 oz) GARLIC POWDER (16 lbs)	6 / 14 oz 3 / 6#	\$0.00 \$0.00		\$86.39 \$22.22	5228713 1807447		\$18.56 \$103.34	186866 242662
GARLIC POWDER (16 lbs) GARLIC SALT (6-41.24 oz)	1 / 41.25 oz	\$0.00		\$36.67	6016281		\$103.34	62817?
HOT SAUCE (4- 1 gal)	4 / 1 gal	\$0.00		\$58.95	5728191		\$37.24	312039
ITALIAN SEASONING (6-6.25 oz)	6 / 6.25 oz	\$0.00		\$92.85	9806472		\$65.65	61578?
LEMON JUICE, PIKNIK RECONSTITUTED	4 / 1 gal.	\$0.00		\$0.00	9000472		\$24.71	26055?
LEMON PEPPER (6-28 oz)	6 / 28 oz	\$0.00		\$57.99	5921780		\$94.38	61578?
LIQUID SMOKE (4-1 gal)	4 / 1 gal	\$0.00		\$82.99	4006565		\$48.99	53884
MAYONNAISE HEAVY DUTY (4-1 gal)	4 / 1 gal	\$0.00		\$36.67	4002432		\$40.29	20135?
MAYONNAISE, PC, PACKET (200-9gm)	500 / 9 grm	\$0.00		\$46.75	7229638		\$44.82	194582
MUSTARD, PREPARED (4-1gal)	4 / 1 gal	\$0.00		\$33.45	4006797		\$44.34	31487
MUSTARD, PREPARED, PC, PACKET (500-4.5gm)	500 / 4.5	\$0.00		\$13.45	4005385		\$23.89	19458
OIL, CANOLA, CLEAR, FRY. LIQUID, (35 #)	1 / 35#	\$0.00		\$38.87	7626013		\$34.95	20925
ONION POWDER (6-20 oz)	6 / 20 oz	\$0.00		\$72.22	5229125		\$37.89	615891
OREGANO, MEDITERRANEAN STYLE (4-24 oz)	6 / 13 oz	\$0.00		\$71.09	3492692		\$84.35	45058
PEPPER, BLACK, GROUND (3.5 lbs)	1 / 5#	\$0.00		\$41.08	2645242		\$37.35	26469
PEPPER, CAYENNE, GROUND (6-14 oz)	6 / 14 oz	\$0.00		\$43.69	5327600		\$59.72	615821
PEPPERS, JALEPENO, SLICED (6# 10)	6 / 10#	\$0.00		\$47.65	4968566		\$32.82	910561
PEPPERS, RED, CRUSHED (6-13 oz)	6 / 13 oz	\$0.00		\$31.09	5791538		\$64.75	61582
PICANTE SAUCE (4-1 gal) PICKLES, SPEAR, DILL KOSHER, 240-270 CT (5 gal bucket)	4 / 138 oz 5 gal	\$0.00 \$0.00		\$59.98 \$38.38	7774973 5287204		\$59.67 \$39.98	33869 522381
PIZZA SAUCE WITH BASIL	5 gai 10 lb.	\$0.00		\$38.38 \$40.55	4511291		\$39.98 \$41.20	233000
POULTRY SEASONING (6-12 oz)	4 / 24 oz	\$0.00		\$53.89	4242673		\$94.16	15641
RANCH DRESSING MIX	18 / 3.2 oz.	\$0.00		\$31.98	4428298		\$34.44	27647
SAGE, GROUND (Rubbed) (6-6oz)	6 / 6 oz	\$0.00		\$107.09	5229653		\$83.86	98390
SALSA, THICK AND CHUNKY (4-1 gal)	4 / 1 gal	\$0.00		\$68.98	7775069		\$59.59	493485
SALT, TABLE, IODIZED (24-26 oz)	24 / 26 oz	\$0.00		\$23.17	7172848		\$34.45	150837
SEASONALL (6-35 oz)	6 / 35 oz	\$0.00		\$0.00			\$46.98	239597
			1	\$0.00		_	\$118.81	33910
SHORTENING, SOLID, SOY BLEND (50 lbs)	50 # Case	\$0.00		\$0.00			+	
,		\$0.00 \$0.00		\$37.75	4044178		\$31.62	968149
SHORTENING, SOLID, SOY BLEND (50 lbs) SLOPPY JOE MIX, 12 / 16 OZ. (12-15 oz) SOY SAUCE (4-1 gal)	50 # Case 6 / 15 oz 4 / 1 gal	\$0.00 \$0.00		\$37.75 \$79.78	4005567		\$31.62 \$25.31	332434
SHORTENING, SOLID, SOY BLEND (50 lbs) SLOPPY JOE MIX, 12 / 16 OZ. (12-15 oz) SOY SAUCE (4-1 gal) SUGAR, GOLDEN BROWN (50 lbs)	50 # Case 6 / 15 oz 4 / 1 gal 1 / 50#	\$0.00 \$0.00 \$0.00		\$37.75 \$79.78 \$58.81	4005567 5825668		\$31.62 \$25.31 \$53.61	332434 26880
SHORTENING, SOLID, SOY BLEND (50 lbs) SLOPPY JOE MIX, 12 / 16 OZ. (12-15 oz) SOY SAUCE (4-1 gal)	50 # Case 6 / 15 oz 4 / 1 gal	\$0.00 \$0.00		\$37.75 \$79.78	4005567		\$31.62 \$25.31	332434

OWEST DELIGIT	1		1		T		
SWEET RELISH	4 / 1 gal.	\$0.00		\$39.98	7063091	\$43.22	29371
SYRUP, BLENDED, (4 / 1 Gal)	4 / 1 gal	\$0.00		\$0.00	4000700	\$32.75	337583
SYRUP, PANCAKE & WAFFLE, DELUXE (4-1 gal) TACO MIX (6-9 oz)	4 / 1 gal 6 / 9 oz	\$0.00 \$0.00		\$33.99 \$16.98	4008769 5935879	\$32.75 \$13.91	33728 53205
TERIYAKI SAUCE, (4 / 1 GAL)	4 / 1 gal	\$0.00		\$49.49	3845864	\$60.58	993014
THYME, GROUND, 6 / 11 OZ. (Leaves-not ground)	6 / 6 oz	\$0.00		\$34.42	5895101	\$63.11	61585
TOMATO KETCHUP, 33%, FANCY CONC. (6-#10)	6 / # 10	\$0.00		\$35.98	5096409	\$32.85	51290
TOMATO KETCHUP, PC, POLY PACKET (1000-9gm)	1,000 / 9 grm	\$0.00		\$25.99	8747859	\$27.95	231727
TOMATO PASTE (6-#10)	6 / #10	\$0.00		\$48.44	5096433	\$54.44	231869
TOMATO SAUCE, CONC (6-#10)	6 / #10	\$0.00		\$0.00		\$36.09	87820
VANILLA FLAVORING, IMITATION (6-32 oz)	6 / 32 oz	\$0.00		\$49.69	5239389	\$26.55	922391
VINEGAR, WHITE, 50 GRAIN, DISTILLED (4-1 gal)	4 / 1 gal	\$10.75	101VINGRWI	\$26.05	4113049	\$16.32	273739
MONTREAL SEASONING	6 / 18 oz	\$0.00		\$0.00		\$86.33	242702
SWEET N SOUR SAUCE	4 / 128 oz	\$0.00		\$0.00		\$42.91	555302
SPANISH MARINADE	4 / 128 oz	\$0.00		\$0.00		\$0.00	
CRUSHED RED PEPPER	6 / 18 oz	\$0.00		\$0.00	ļ	\$64.75	615827
WORCESTERSHIRE SAUCE	4 / 128 oz	\$0.00		\$0.00		\$25.71	922471
HONEY MUSTARD SAUCE	4 / 128 oz	\$0.00		\$0.00		\$70.11	348493
SECTION X - DRINKS, JUICES, ETC.:	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number	Unit Price	Item Number
COFFEE-REGULAR (28-10 oz)	28 / 10 oz	\$0.00		\$128.99	4115713	\$0.00	
COFFEE, JFG URN PACK, GROUND	12 / 14 oz	\$0.00		\$0.00	1	\$0.00	
MAXWELL HOUSE MASTER BLEND COFFEE	42/1.25 oz.	\$0.00		\$46.95	8838252	\$32.33	44027
TEA, ICED, BLACK, LARGE INSTL. BAGS, 100% LEAF (96-1 oz)	96 / 1 oz	\$0.00		\$24.99	4202255	\$15.87	452792
LEMON JUICE ,	4 / 128 oz	\$0.00		\$53.65	3944574	\$24.71	260559
TWIST LEMONADE N PUNCH	12 / 8.6 oz packs	\$0.00		\$0.00		\$25.29	78228
SECTION XI - MISC. KITCHEN SUPPLIES	Unit of Measure	Unit Price	Item Number	Unit Price	Item Number	Unit Price	Item Number
ALUMINUM FOIL, STANDARD ROLL, 18" (500 ft)	1 / 500 ft	\$22.00	AFW18X500	\$33.20	6938328	\$42.62	240308
APRON, PLASTIC, WITH BIB, 1 /1000-CASE (500 ct per case)	1 / 500 ft	\$17.05	APIW244210	\$61.91	5330873	\$18.25	923611
BAG, POLY, SMALL ROASTER, 6 X 3 X 15 (1000 ct per case)	1 / 1,000 ct	\$23.00	PB060315H	\$0.00	3330673	\$30.09	91300
BOWLS, STYROFOAM, 12 OZ., WHITE RIM (1,000 ct per case)	8 / 125 ct	\$23.00	AP12125	\$41.51	7932785	\$25.28	197489
CUPS, STYROFOAM, 12 OZ., WHITE TALL (1,000 ct per case)	1,000 ct	\$43.00	DCC12J12	\$42.39	4088845	\$49.04	199424
DETERGENT, ECOLAB POT / PAN	1 / 5 gal.	\$0.00	DOC 123 12	\$57.95	8461107	\$0.00	100424
ECO-LAB JET DRY	4 / 1 gal	\$0.00		\$120.84	5636469	\$0.00	
ECO-LAB SOLID POWER	4 / 9#	\$0.00		\$104.92	8265585	\$0.00	
FILM, PVC, CLEAR, 18" ROLL, METAL EDGE (2000 ft per case)	1 / 2,000 ft	\$0.00		\$21.59	7435266	\$23.94	899594
FILTERS, COFFEE, 12 CUP SIZE, (2 / 500 ct per case)	2 / 500 ct	\$0.00		\$18.07	5950670	\$13.84	76348
FORKS, PLASTIC, WHITE, MEDIUM WEIGHT (1000 ct per case)	1,000 ct	\$8.75	FPPWP1000	\$29.99	3940420	\$17.09	810615
GLOVES, PE, LARGE, DISPOSAL, GAUNTLET CUFF (2000 ct per case)	4 / 500 ct						
		\$16.50	GL-LG2K	\$71.81	4685621	\$16.49	25204
GRILL SCREENS, 50 / 10 PK.CASE	10 / 20 ct	\$0.00		\$0.00		\$36.60	318921
HAIR NET	1 / 144 ct	\$13.90	SHN22BL1440	\$17.89	2099341	\$20.47	444648
KNIVES, PLASTIC, WHITE, MEDIUM WEIGHT (1000 ct per case)	1,000 ct	\$9.50	KNPPWP1000	\$17.29	8576488	\$17.09	810611
PAN LINERS, BAKERY, 16.38" X 24.38" (1000 ct per case)	1 / 1,000 ct 1,000 ft	\$0.00		\$72.98	5974290	\$73.06	99607
PAPER, BUTCHER, 18" X 90' ROLL, WHITE (1-1000 ft) PAPER, FILTER 18 1/2 X 20 1/2	+	\$0.00		\$44.49	7918818	\$48.29	26350
PVC FILM, ROLL, (1-2000 ft)	100 ea / 1 cs 1 / 18"	\$0.00 \$19.50	FSW1802K	\$0.00 \$24.02	0496034	\$80.35 \$23.94	910358 899594
SANITIZER. ECOLAB OASIS	1 / 2.5 gal.	\$19.50	1 344 1002K	\$62.62	7006331	\$23.94	099094
SCOUR. PADS	1 / 2.5 gai. 10.89 / 20 ct. Cs.	\$0.00		\$18.95	5793922	\$6.25	318936
SCRUBBER, DISCO PAD (20 ct per case)	4 / 10 ct	\$0.00		\$15.29	1376805	\$6.93	31892
TEASPOON, PLASTIC, WHITE, MEDIUM WEIGHT (1,000 ct per case)	1,000 ct	\$9.50	TSPPWP1000	\$15.29	8583272	\$16.42	810612
TRAY, STYROFOAM, 3C, WHITE HINGED, LARGE, 9 X 9 X 3 (150 ct per		\$5.00		\$10.00	SSSETE	₩.O.72	0.3012
case)	2 / 100 ct	\$23.10	RE993	\$17.24	7551324	\$20.11	239879
STAINLESS STEEL SCRUBBERS	12 ct box	\$0.00		\$21.99	5793872	\$6.25	318936
GREASE STRIP CLEANER	8 / 32 oz Bottles	\$0.00		\$40.98	5883574	\$0.00	
		L					
SECTION XII - PRODUCE	Umit of \$4	Unit	Itom Norman	Unit Delas	Itom Norman	Unit Date	Itam Normhorn
APPLES	Unit of Measure	Price	Item Number	Unit Price	Item Number	Unit Price	
BANANAS	50 # 50 #	\$0.00 \$0.00		\$0.00 \$0.00	+ +	\$44.89 \$16.56	61694 947009
BELL PEPPERS	25 #	\$0.00		\$0.00	+	\$10.50	650605
BROCCOLI	12 #	\$0.00		\$0.00	+	\$32.66	873911
CUCUMBERS	25 #	\$0.00		\$0.00	+	\$24.00	873914
CARROTS	50 #	\$0.00		\$0.00	† †	\$42.96	544597
CABBAGE	24 Heads	\$0.00		\$0.00	1	\$24.01	977830
CELERY	24 Packs	\$0.00		\$0.00	†	\$43.04	554018
ONIONS	50 #	\$0.00		\$0.00	1	\$34.42	907426
POTATOES	50 #	\$0.00		\$0.00		\$26.19	908019
TOMATOES				\$0.00	1	\$45.56	878065
TOMATOES	25 #	\$0.00	'	φ0.00			
LETTUCE	25 # 24 Heads	\$0.00		\$0.00		\$46.16	245394
							245394 852160
LETTUCE	24 Heads	\$0.00		\$0.00		\$46.16	
LETTUCE RED POTATOES BIDS MAILED: 11 (Hall County) 1	24 Heads	\$0.00		\$0.00		\$46.16	
LETTUCE RED POTATOES	24 Heads	\$0.00		\$0.00		\$46.16	



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DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

INVITATION FOR BID IFB #009-45

For the provision of:

INMATE GROCERY & MEAT PRODUCTS SUPPLY

Hall County, Georgia, Board of Commissioners is seeking qualified vendors to provide Inmate Grocery & Meat Products Supply (herein "Services") for use by the Hall County Correctional Institution. The County seeks to award multiple vendors to perform all the services on a multi-year contract.

The County will make any extension of the bidding period by a formal written addendum and publicly post on the County's website.

Schedule of Events:

Date IFB Issued: 04/18/2024.

Vendor Questions Due: 04/25/2024. Hall County Answers Due: 05/02/2024.

Bid Due Date: 05/09/2024.

Bidding Process: Hall County (herein "County") is now accepting sealed bids for the provision of Services in the County's Purchasing Division, located on the fourth (4th) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until 2:00 p.m., EST on 05/09/2024.

Bidders must submit three (3) copies of their bid along with all completed mandatory documents, signed affidavits in hardcopy and also include on one (1) USB Flash Drive with all documents.

Proposal Documents: Bidders may download bid submittal documents via the County's Website at https://www.hallcounty.org/Bids.aspx then choose **Inmate Grocery & Meat Products Supply**.

General Qualifications: Bidders must be in the regular business of providing similar services, be licensed, insured, and bonded (if required) to perform services in the State of Georgia.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one hundred and twenty (120) calendar days. The County reserves the right to retain all bids submitted and use any

idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid. Please sign Exhibit A - Contract.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder, without liability on part of the County to the Bidder to complete the described Work. The County will award the contract to numerous companies to perform all work to the lowest cost, responsible and responsive bidder. Lead times and length of time to complete the services may also be a factor in award. The Bidder expressly understands that the County may reject bids for any reason.

1.0 SCOPE OF WORK

Basic Requirements:

Section 1 – Meats / Meat Products

Section 2 – Cheese / Eggs / Dairy Products

Section 3 – Desserts / Fruits / Fruit Products / Snacks, Etc.

Section 4 – Vegetables

Section 5 – Flours, Meals, Grains, Breads

Section 6 – Jellies, Spreads, Etc.

Section 7 - Cereal

Section 8 – Soups, Soup Bases

Section 9 – Seasonings, Spices, Flavorings, Sauces, Colorings, Dressing, Mixes, Etc.

Section 10 – Drinks, Juices, Etc.

Section 11 – Misc. Kitchen Supplies

SECTION 1 - MEATS / MEAT PRODUCTS:	Unit of Measure	Unit Price	Item#
BBQ BEEF CHPD TVP W/SAUCE (20)	4 / 5#		
BEEF BOTTOM, ROUND, GOOSENECK, FROZEN (+-70 lbs)	3 / 28# AVG		
BEEF FRANKS, ALL BEEF, 8 X 1 - 6" (10 lbs)	2 / 5#		
BEEF RAVIOLI, TOMATO SAUCE (6-# 10)	6 / #10		
BEEF, GROUND, 80% / 20 %, (10 # AVG) CHUB FZ	8 / 10# AVG		
CHICKEN BREAST MEAT, CHICKEN SALAD (10 lbs)	10# Case		
CHICKEN BREAST PATTY, BREADED, FROZEN (10 lbs)	10# Case		
CHICKEN SAUSAGE PATTY, FROZEN BISCUIT (10 lbs)	10# Case		
CHICKEN TENNDR FRTR HMSTYL	2 / 5#		
CHICKEN WING, JUMBO, FRESH FROZEN, UNBREADED, 200 CT (40 lbs)	4 / 10#		
CHICKEN WING, UNBREADED 120 TO 180	3 / 5 lb.		
CHICKEN, LEG QUARTERS - FRESH (40 lbs)	4 / 10#		
CHICKEN, SAUSAGE PATTY - 2 OUNCE (10 lbs)	1 / 10#		
FLOUNDER FISH FILLET, BREADED, RAW, 4 OZ FROZEN (10 lb CASE)	1 / 10#		
SAUSAGE, ANDOUILLE	1 / 10 lb.		
TURKEY BOLOGNA, BUTTERBALL 5oz. SLICED FROZEN	12 / 2 lb.		
TURKEY ROAST, BONELESS, WHITE / DARK RAW (20 lbs)	22# Case		
TURKEY ROLL, CAROLINA WHITE DELI W/BROTH	2 / 10 lb.		
TURKEY, CORN DOGS, FROZEN (18 lbs)	18# Case		
SECTION II - CHEESE / EGGS / DAIRY PRODUCTS:	Unit of Measure	Unit Price	Item#
CHEESECAKE PIE FILLING, INSTANT, 6/4#	12 / 10 oz		
CHEESE, AMERICAN, YELLOW, 160 SLICES (20)	4 / 5#		
CHEESE, AMERICAN, YELLOW, 160 SLICES (20) CHEESE, CHEDDAR SAUCE, 6 / # 10	4 / 5# 6 / # 10		
CHEESE, CHEDDAR SAUCE, 6 / # 10	6 / # 10		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40)	6 / # 10 1 / 42# AVG		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48)	6 / # 10 1 / 42# AVG 48# Case		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10	6 / # 10 1 / 42# AVG 48# Case 3 / #10		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22)	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz		
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb.	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ.	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ. SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS,	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz Unit of Measure	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ. SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS, APPLES, SLICED, FANCY, IN WATER 6.5 LB (6 - 6.5)	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz Unit of Measure 6 / # 10	Unit Price	Item#
CHEESE, CHEDDAR SAUCE, 6 / # 10 CHEESE, CHEDDAR, MILD, BLOCK (40) CHEESE, MOZZARELLA, LOAF, LMPS (48) CHEESE, WHITE MILD SAUCE, 3 / #10 EGGS, GRADE AA, WHITE, LARGE, LOOSE (15) (30 dz. \$22) MARGARINE SOLIDS, WEST CREEK MILK, EVAPORATED, 48 / 12 OZ. SECTION III - DESSERTS / FRUITS / FRUIT PRODUCTS / SNACKS, APPLES, SLICED, FANCY, IN WATER 6.5 LB (6 - 6.5) APPLESAUCE, UNSWEETENED (6- # 10)	6 / # 10 1 / 42# AVG 48# Case 3 / #10 1 / 15 doz 30 - 1 lb. 48 / 12 oz Unit of Measure 6 / # 10 6 / #10	Unit Price	Item#

CAKE MIX, WHITE (6-5 lbs)	6 / 5#		
CAKE MIX, YELLOW (6-5 lbs)	6 / 5#		
CAKE, COCONUT, 9", FROZEN, CASE OF 4	4 / 55 oz		
CAKE, PEACHES AND CREAM BUNDT (6)	6 / Case		
CHIPS, POTATO, BBQ, LAYS (104-1 oz)	104 / Case		
CHIPS, POTATO, REGULAR, LAYS (104-1 oz)	104 / Case		
CHIPS, POTATO, SOUR CREAM & ONION, LAYS (104-1 oz)	104 / Case		
COCONUT FLAKE - SWEET	2 / 5#		
COCONUT, BULK, FROZEN, 10 #	1 / 10#		
COOKIE, CHOCOLATE CRÈME FILLED, MOUNTAIN FARM	125 / 1.2 oz.		
COOKIE, NABISCO VANILLA WAFER (10 lbs)	6 / 13.3 oz		
COOKIE, OATMEAL CRÈME FILLED, MOUNTAIN FARM	125 / 1.2 oz.		
CRACKERS, SALTINES (500 / 2pk)	500 / 2pk		
CRANBERRY SAUCE, 6 / # 10	6 / 10#		
DANISH, PETITE, VARIETY (96-1.25)	4 / 24 ct		
DANISH, SARAH LEE VARIETY	24 / 3.25 oz.		
DOUGH, CHOCOLATE CHIP JUMBO	160 / 2.5 oz		
DOUGH, OATMEAL RAISIN, JUMBO (160-2.5)	120 / 3oz		
HONEY BUNS, MINI (96-1.36)	96 / 1.36 oz		
ICE CREAM CHOCOLATE	48 / 4 oz.		
ICE CREAM, STRAWBERRY, FROZEN, 4 OZ. CUP (12)	1 / 48 ct		
ICE CREAM, VANILLA, FROZEN, 4 OZ. CUP (12)	1 / 48 ct		
MUFFIN MIX, BLUEBERRY IMITATION (30)	6 / 5#		
PEACHES, IRREGULAR SLICED, LIGHT SYRUP (6-#10)	6 / 10#		
PEAR, HALVES, 35-40, LIGHT SYRUP (6-#10)	6 / # 10		
PIE, CHOCOLATE CREAM, 10" (6)	6 / 27 oz		
PIE, LEMON MERINGUE GRAND, 10" (6-36)	6 / 36 oz		
PIE, PECAN, SOUTHERN STYLE, 10" BKD (6-36)	6 / 36 oz		
PIE, PUMPKIN, 10", BKD (6-36)	6 / 43 oz		
PIE, SWEET POTATO, 10" BKD (6-40)	6 / 40 oz		
PINEAPPLE, MAGELLAN SLICED, 66 COUNT, JUICE (6-#10)	6 / 10#		
PUDDING, CHOCOLATE (6-# 10)	6 / #10		
PUDDING, VANILLA (6-#10)	6 / #10		
SECTION IV - VEGETABLES:	Unit of Measure	Unit Price	Item#
BEAN, ALLENS VEGETARIAN, BAKED (6-#10)	6 / #10		
BEAN, VEGETARIAN, NAVY IN TOMATO SAUCE (6-#10)	6 / #10		
BEANS, ALLENS REFRIED, VEGETARIAN, FANCY (6-#10)	6 / #10		
BEANS, DRY LIMA, BABY, (20)	6 / # 10		
BEANS, DRY, GREAT NORTHERN (20)	6 / # 10		
BEANS, DRY, LIMA, LARGE (20)	6 / # 10		
BEANS, DRY, PINTO, TRIPLED CLEANED (20)	50# Bag		
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CORN, ON COB, FROZEN, 3", GRADE A / CT WEST CREEK (96 ct)	1 / 96 ct	
CORN, WHOLE KERNEL (6-#10)	6 / #10	
CUT GREEN BEANS	6 10 lb.	
EGG ROLL, VEGETABLE, FROZEN, 3 OZ. (100)	72 / 3 oz	
ITALIAN MEATBALL-FROZEN (10)	320 / Case	
MIXED VEGETABLES, WEST CREEK	6 / #10 cn	
MUSHROOMS, PIECES & STEMS	6 / #10	
OKRA, HEAVY BREADED, FROZEN, SOUTH STYLE (20)	4 / 5#	
PEAS, GREEN (6-#10)	6 / #10	
PEAS, DRY, BLACK EYE (20)	6 / # 10	
PEAS, WEST CREEK ENGLISH (6-#10)	6 / #10	
POTATO, INSTANT MASHED W/ VITAMIN C (6-5.31 cans)	6 / 5.31#	
POTATOES, WHOLE, NEW, 6 / #10, 60-80 CT	6 / #10	
POTATOES, YAM, CUT (6-#10)	6 / #10	
SPINACH, POPEYE (6-#10)	6 / #10	
SQUASH, YELLOW, BREADED, FROZEN, SLICED (30)	1 / 20#	
TATER TOTS, ORE IDA	6 / 5#	
TOMATOES, DICED, 3/4", IN JUICE (6-#10)	6 / #10	
TURNIP GREENS, CHOPPED, FANCY (6-#10)	6 / #10	

SECTION V - FLOURS, MEALS, GRAINS, BREADS Unit of Measure Unit Price Item# BISCUIT DOUGH ROLL PARKERHOUSE, 2 OZ (245) 240 / 1 oz CORN MEAL, PLAIN, WHITE 1 / 25# CORN MEAL, SELF-RISING, YELLOW (25 lbs) 1 / 25# FLOUR, ALL PURPOSE, H&R (50) 1 / 50# FLOUR, SELF RISING (50) 1 / 50# FLOUR, TORTILLA, 8" PRESSED (12) 144 / 2.11 oz GRAVY MIX, BROWN, COUNTRY STYLE, INSTANT (6-13 oz) 6 / 16 oz 6 / 1.5 pound GRAVY MIX, PEPPERED, INSTANT (6-1.5 lb) bags GRITS, QUICK COOKING (40) 8 / 5# MACARONI, ELBOW PASTA, LUIGI 10 lb. OATMEAL, QUICK COOKING (12-42 oz) 12 / 42 oz PIZZA CRUST 16" REGULAR FROZEN 2 - 10 ct. RICE, LONG GRAIN, PARBOILED (50) 50# Case SPAGHETTI, LUIGI PASTA 10" 2 / 10 lb. 24# / Case TOAST FRENCH STICKS, SLICED (10) YEAST ROLLS, FROZEN (150-2.4oz) 245 / Case

SECTION VI - JELLIES, SPREADS, ETC.:	Unit of Measure	Unit Price	Item#
JELLY, APPLE (6-#10)	6 / # 10		
JELLY, GRAPE, (6-#10)	6 / # 10		
PEANUT BUTTER, CREAMY (WEST CREEK) (30)	6 / # 10		
TEAUTO DOTTER, OREALINI (WEST SIZELY) (SS)	07 11 10		
SECTION VII - CEREALS:	Unit of Measure	Unit Price	Item#
CEREAL, HOSPITALITY, FROSTED FLAKES	4 / 35 oz.		
CEREAL, HOSPITALITY, RAISIN BRAN	4 / 35 oz.		
CEREAL, HOSPITALITY , TOASTED OATS HONEY NUT	4 / 35 oz.		
SECTION VIII - SOUPS, SOUP BASES:	Unit of Measure	Unit Price	Item#
SOUP, CHICKEN NOODLE (12/50 oz)	12 / 50 oz		
SOUP, CREAM OF CHICKEN (12-50 oz)	12 / 50.5 oz		
SOUP, TOMATO, (12 / 50 OZ)	12 / 51 oz		
SECTION IX - SEASONINGS, SPICES, FLAVORINGS, SAUCES, COLORINGS, DRESSING, MIXES, ETC.	Unit of Measure	Unit Price	Item#
BAKING POWDER CAN (10)	6 / 5#		
BAKING SODA (18)	12 / 2#		
BAR-B-QUE SAUCE (4- 1 gal)	4 / 1 gal		
BASIL, SWEET, (6 / 5 OZ.)	6 / 24 oz		
CELERY SEED (6)	6 / 1#		
CHILI MIX SEASONING, NO MSG (6-5.7 oz)	6 / 13 oz		
CHILI POWDER, LIGHT, NO MSG (6-18)	6 / 18 oz		
CHIPS, CHOCOLATE, BULK, FROZEN, 25 #	1 / 25#		
CHIPS, HERSHEYS CANDY CHOC SEMI-SWEET	25 lb.		
CINNAMON, GROUND (6-18)	6 / 18 oz		
COCOA-HERSHEY-(5 POUND BAG)	1 / 5#		
CORN STARCH, (24 / 1 #)	24 / 1#		
CUMIN, GROUND (6-14 oz)	6 / 14 oz		
GARLIC POWDER (16 lbs)	3 / 6#		
GARLIC SALT (6-41.24 oz)	1 / 41.25 oz		
HOT SAUCE (4- 1 gal)	4 / 1 gal		
ITALIAN SEASONING (6-6.25 oz)	6 / 6.25 oz		
LEMON JUICE, PIKNIK RECONSTITUTED	4 / 1 gal.		
LEMON PEPPER (6-28 oz)	6 / 28 oz		
LIQUID SMOKE (4-1 gal)	4 / 1 gal		
MAYONNAISE HEAVY DUTY (4-1 gal)	4 / 1 gal		
MAYONNAISE, PC, PACKET (200-9gm)	500 / 9 grm		
MUSTARD, PREPARED (4-1gal)	4 / 1 gal		

SECTION X - DRINKS, JUICES, ETC.:	Unit of Measure	Unit Price	Item#
VINCOAIX, WITHE, 30 GIVAIIN, DISTILLED (4-1 gal)	4/ 1 yai		
VINEGAR, WHITE, 50 GRAIN, DISTILLED (4-1 gal)	4 / 1 gal		
VANILLA FLAVORING, IMITATION (6-32 oz)	6 / 32 oz		
TOMATO PASTE (6-#10) TOMATO SAUCE, CONC (6-#10)	6 / #10 6 / #10		
TOMATO RASTE (6, #40)	1,000 / 9 grm		
TOMATO KETCHUP, 33%, FANCY CONC. (6-#10)	6 / # 10		
THYME, GROUND, 6 / 11 OZ. (Leaves-not ground)	6 / 6 oz		
TERIYAKI SAUCE, (4 / 1 GAL)	4 / 1 gal		
TACO MIX (6-9 oz)	6 / 9 oz		
SYRUP, PANCAKE & WAFFLE, DELUXE (4-1 gal)	4 / 1 gal		
SYRUP, BLENDED, (4 / 1 Gal)	4 / 1 gal		
SWEET RELISH	4 / 1 gal.		
SUGAR, POWDER, DIXIE CRYSTAL	1 / 50#		
SUGAR, GRANULATED, FINE (EXTRA FINE) (50 lbs)	1 / 50#		
SUGAR, GOLDEN BROWN (50 lbs)	1 / 50#		
SOY SAUCE (4-1 gal)	4 / 1 gal		
SLOPPY JOE MIX, 12 / 16 OZ. (12-15 oz)	6 / 15 oz		
SHORTENING, SOLID, SOY BLEND (50 lbs)	50 # Case		
SEASONALL (6-35 oz)	6 / 35 oz		
SALT, TABLE, IODIZED (24-26 oz)	24 / 26 oz		
SALSA, THICK AND CHUNKY (4-1 gal)	4 / 1 gal		
SAGE, GROUND (Rubbed) (6-6oz)	6 / 6 oz		
RANCH DRESSING MIX	18 / 3.2 oz.		
POULTRY SEASONING (6-12 oz)	4 / 24 oz		
PIZZA SAUCE WITH BASIL	10 lb.		
PICKLES, SPEAR, DILL KOSHER, 240-270 CT (5 gal bucket)	5 gal		
PICANTE SAUCE (4-1 gal)	4 / 138 oz		
PEPPERS, RED, CRUSHED (6-13 oz)	6 / 13 oz		
PEPPERS, JALEPENO, SLICED (6-# 10)	6 / 10#		
PEPPER, CAYENNE, GROUND (6-14 oz)	6 / 14 oz		
PEPPER, BLACK, GROUND (3.5 lbs)	1 / 5#		
OREGANO, MEDITERRANEAN STYLE (4-24 oz)	6 / 13 oz		
ONION POWDER (6-20 oz)	6 / 20 oz		
OIL, CANOLA, CLEAR, FRY. LIQUID, (35 #)	1 / 35#		
MUSTARD, PREPARED, PC, PACKET (500-4.5gm)	500 / 4.5		ļ

SECTION X - DRINKS, JUICES, ETC.:

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COFFEE-REGULAR (28-10 oz)	28 / 10 oz		
COFFEE, JFG URN PACK, GROUND	12 / 14 oz		
MAXWELL HOUSE MASTER BLEND COFFEE	42/1.25 oz.		
TEA, ICED, BLACK, LARGE INSTL. BAGS, 100% LEAF (96-1 oz)	96 / 1 oz		

1 / 500 ft		
1 / 500 ct		
1 / 1,000 ct		
8 / 125 ct		
1,000 ct		
1 / 5 gal.		
4 / 1 gal		
4 / 9#		
1 / 2,000 ft		
2 / 500 ct		
1,000 ct		
4 / 500 ct		
10 / 20 ct		
1 / 144 ct		
1,000 ct		
1 / 1,000 ct		
1,000 ft		
100 ea / 1 cs		
1 / 18"		
1 / 2.5 gal.		
10.89 / 20 ct. Cs.		
4 / 10 ct		
1,000 ct		
2 / 100 ct		
	1 / 500 ct 1 / 1,000 ct 8 / 125 ct 1,000 ct 1 / 5 gal. 4 / 1 gal 4 / 9# 1 / 2,000 ft 2 / 500 ct 1,000 ct 4 / 500 ct 10 / 20 ct 1 / 144 ct 1,000 ct 1 / 1,000 ct 1 / 1,000 ft 100 ea / 1 cs 1 / 18" 1 / 2.5 gal. 10.89 / 20 ct. Cs. 4 / 10 ct 1,000 ct	1 / 500 ct 1 / 1,000 ct 8 / 125 ct 1,000 ct 1 / 5 gal. 4 / 1 gal 4 / 9# 1 / 2,000 ft 2 / 500 ct 1,000 ct 4 / 500 ct 10 / 20 ct 1 / 144 ct 1,000 ct 1 / 100 ea / 1 cs 1 / 18" 1 / 2.5 gal. 10.89 / 20 ct. Cs. 4 / 10 ct 1,000 ct

2.0 SUBMISSION OF BIDS

- 2.01 Complete and include all the Mandatory Exhibit Documents shown below in 2.03. Failure to include any of the mandatory documents listed may result in disqualification. All responses must be in writing.
- 2.02 Bidders must submit their response in a sealed envelope clearly marked with "INVITATION FOR BID#: 009-45" on the outside. The submittal must be signed. Faxed or emailed bids are not accepted.
- 2.03 Follow these instructions carefully. Complete and return the following Mandatory Documents included in your bid envelope.

Exhibit A - Signed Contract

Exhibit B – Bid Response Sheet

Exhibit D – W-9 Form

Exhibit E – E-Verify Affidavit Exhibit F - Ethics Affidavit Copy of Business License Certificate of Insurance

- 2.04 Bidders are responsible to review and comply with any Addenda regarding this IFB posted on the County Website, sign and return all Addenda with the bid package response.
- 2.05 All bids must be sealed.
- 2.06 If a Bid Bond is required then it must be included in the bid response.
- 2.07 Any exceptions to specifications must be in writing and enclosed in the bid response.
- 2.08 Bids openings are open to the public and bidders may attend but are not required to do so.
- 2.09 All bids, supporting materials and correspondence relating to this IFB become property of Hall County when received.
- 2.10 Bidder bears all responsibility for expenses incurred in responding to this IFB and such to be borne exclusively by the proposer.
- 2.11 Bidders may submit bids to the following address by the deadline date and time. Deliver Bids in person or by FedEx/UPS/USPS or Courier to:

Mike Hawkins
Issuing Officer
Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road,
Gainesville, Georgia 30504

NOTICE: Bidders are responsible for delivering their bids to the Purchasing Department on the 4th Floor of the Hall County Government Center before 2:00 PM on the due date provided. All Bids must be time stamped by the receptionist on the 4th floor.

If you desire to submit a "NO BID", response then please indicate by checking

here:	•	
No Bid.		
Please list the reason for no bid below.		



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 273/2024

Approve the award of IFB #008-45 Inmate Clothing & Related Items Supply for the Correctional Institution and Jail to Bob Barker Company, Inc. of

Options:

Fuguay-Varina, NC, Hard Time Products, LLC of Rome, GA and Victory

Supply, Inc. of Mount Pleasant, TN. The estimated annual cost is

\$93,500.00.

Meetings:

SUBJECT:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: TS

Recommendation:

Approve.

Purpose of Request: History:

Approve the award of IFB #008-45 Inmate Clothing & Related Items Supply for the Correctional Institution and Jail to Bob Barker Company, Inc. of Fuguay-Varina, NC, Hard Time Products, LLC of Rome, GA and Victory Supply, Inc. of Mount Pleasant, TN. The

estimated annual cost is \$93,500.00.

All three (3) vendors are in good standing with the County.

Yes

Facts and Issues:

This is an award of the initial one (1) year contract followed up by up to four (4) options to renew.

\$ 93,500.00 **Funding Requested**

Are funds within current budget? Yes

Source of Funds General Fund

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
CW	WD	AP	EW
Finance	Attorney	Administration	Clerk

Attachments:

Financial Supplement
Contract Execution Signature Request
Hard Time Products Contract
Victory Supply Contract
Bob Barker Co Contract
Bid Tab



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 273/2024

Funds Requested: \$ 93,500.00 Request Budgeted: Yes
Proposed Source of Funding: Budget Transfer Requested:

General Fund No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3420- CORRECTIONAL INSTITUTE	531701-PRISONER CLOTHING	\$46,500.00
2025	100-GENERAL FUND	3326-SHERIFFâ€JAIL	531100-GENERAL SUPPLIES AND MATERIALS	\$46,500.00

Budget Transfer Items:

Additional Information/Comments:

This contract will be used by the CI and Jail.

Contact for Questions: WD **Phone:** 770-531-6872



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

To:

Date:

Richard Higgins, Chairman, BOC

t: 770.535.8270 | f: 770.531.6711

From: Cheryl Wright, Buyer

05/01/2024

INTERIM DIRECTOR Taylor Samples, CPA

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

Bid/Contract No: 008-45

Bid/Contract Name: Inmate Clothing and Related Supply Items

Department(s) Requesting Contract: Correctional Institute and Jail

Award Recipient Name: Bob Barker Company Inc., Hard Time Products

LLC and Victory Supply Inc.

Date of BOC Approval:

Contract Description:

 \boxtimes Annual Contract \boxtimes New \square Renewal

Prior Year's Spend: \$93,500

☐ Project/Service Contract Awarded Amount: OPEN

Comments: Year one (1) of a possible five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 008-45

Bid/Contract Name: Inmate Clothing & Related Supply Items Annual Contract – New contract for FY25. Vendors held previous contracts for the last three (3) years and these vendors are good standing with the County.



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t 770 535 8270 | f 770 531 671

INTERIM DIRECTOR
Taylor Samples, CPA

Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT # 008-45**

For the provision of

INMATE CLOTHING & RELATED ITEMS SUPPLY

ARTICLE #101 - INTRODUCTION

This Contract for Inmate Clothing & Related Items Supply (hereinafter "Services") as entered into on 34/1/2 , is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and 100 Fraction located at 30504 | Georgia 100 Fraction | Contractor | Contracto

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.

 Provide a contract for the purchase of inmate clothing and related items for the Hall

 County Jail and the Hall County Correctional Institution. Products stated in Exhibit C—

 Cost Proposal Worksheet are estimated for annual use.
- B. County hereby agrees as good and valuable compensation as provided in the attached quote, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:
- C. <u>Price Escalation Clause</u>. Not applicable. Contractors may request up to a <u>three-percent</u> (3%) price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Jason Smith
Major
Hall County Sheriff's Office – Jail Bureau
jsmith@hallcounty.org

Ph: (770) 531-3934

COUNTY ISSUING OFFICER

Cheryl Wright
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cwright@hallcounty.org
Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFO

Name Daniel Dougan
Title 3VP of Sale
Address 1 324 Broad Str
Address 2
City, State, Zip Rome, GA, 3065
Ph: 731-487-1166
Email: Daugan@hardtmeproducts.com

REMIT-TO ADDRESS (if different).

NA

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernia	zation projects, until substantial and fina
completion of Services according to agreed	time-schedule of
N//\(\)	and after all sub-contractor(s) and
material suppliers' liens are satisfied.	

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party,

including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is

in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

- 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute
 Services from another source and charge the difference between the Contract
 and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole

discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent
 to providing the Services, the revocation or loss of such license or certification may
 result in immediate termination of the Contract effective as of the date on which the
 license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any

resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury
e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person c. \$500,000 per Occurrence d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
 - C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof

outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@nallcounty. and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

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

ARTICLE # 129 - CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131-VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 - HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance,

- custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County Is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written: Print Company's full legal name on the line below exactly as it appears on company's W-9 Form (No d/b/a).

Company: Hard Time Products LLC	HALL COUNTY, GEORGIA
By: Don't Mane: Danie Dago Title: SVP of Salc	By
	Date:
Sworn to and subscribed before me this	Attestment:County Clerk
29th Day of AOTI 2024	Approved as to Form
Notary Public:	
Notary commission expires: 03-07-20	02 /
[Locus Sigilli – Seal or Stamp]	ARY SOLITION ARE SOLITION ARY SOLITION ARE SOLITION ARY SOLITION ARE SOLITION ARY SOLITION ARE SOLITION ARE SOLITION ARY SOLITION ARE S

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- Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance,

custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.

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- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
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- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
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- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
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- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written: Print Company's full legal name on the line below exactly as it appears on company's W-9 Form (No d/b/a).

Company: Hard Time Products LL.C	HALL COUNTY, GEORGIA
Print Name: Daniel Dago Title: SVP of Salc	By
Sworn to and subscribed before me this 29 Day of APT , 2024 Notary Public: AMARIAN	Attestment: County Clerk Approved as to Form
Notary commission expires: 03-07-20	027
[Locus Sigilli – Seal or Stamp]	APPROVED AS TO FORM Justin R. Lawrion, Series Assistant County Alternate

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WALKONED VS 15 KCMM

Andrea Personal Secure Courses



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT # 008-45**

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t 770 535 8270 | f 770 531 6711

INTERIM DIRECTOR
Taylor Samples, CPA

For the provision of

INMATE CLOTHING & RELATED ITEMS SUPPLY

ARTICLE #101 - INTRODUCTION

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.

 Provide a contract for the purchase of inmate clothing and related items for the Hall

 County Jail and the Hall County Correctional Institution. Products stated in Exhibit C—

 Cost Proposal Worksheet are estimated for annual use.
- B. County hereby agrees as good and valuable compensation as provided in the attached quote, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:
- C. <u>Price Escalation Clause</u>. Not applicable. Contractors may request up to a <u>three-percent</u> (3%) price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Jason Smith Major

Hall County Sheriff's Office - Jail Bureau

jsmith@hallcounty.org

Ph: (770) 531-3934

COUNTY ISSUING OFFICER

Cheryl Wright

Buyer

Hall County Purchasing Division

2875 Browns Bridge Rd Gainesville, GA 30504 cwright@hallcounty.org

Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFO

Name Bruce Miller
Title CEO
Address 1, 7005, le duatrie l. Berte l.

Address 1 7025 Industrial Park Rd.

Address 2

City, State, Zip Mount Pleasant, TN 38474

Ph: 888-376-1205

Email: bids@victorysupplyinc.com

REMIT-TO ADDRESS (if different).

Same as to the left.

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and m	odernization projects, until substantial and fina
completion of Services according to	agreed time-schedule of
NA	and after all sub-contractor(s) and
material suppliers' liens are satisfied	

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party,

including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 - TERMINATION:

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

- A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is

in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

- 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole

discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent
 to providing the Services, the revocation or loss of such license or certification may
 result in immediate termination of the Contract effective as of the date on which the
 license or certification is no longer in effect.
- 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work produced by the Contractor under the Contract.

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- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any

resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

a. \$500,000 Bodily Injury by Accident Each Accident

b. \$500,000 Bodily Injury by Disease Each Disease

c. \$500,000 Bodily Injury by Disease Each Employee

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury

e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person

c. \$500,000 per Occurrence

d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud.

 Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof

outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to <u>accountspayable@hallcounty.org</u> and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

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

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance,

- custodial and janitorial, street of paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
- 38. The County does not pay late fee's nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written: Print Company's full legal name on the line below exactly as it appears on company's W-9 Form (No d/b/a).

Company: Victory Supply LLC	HALL COUNTY, GEORGIA	
By: Bruce Miller Print Name: Bruce Miller Title: CEO	By Richard Higgins, Chairman Hall County Board of Commissioners .	
	Date:	
Sworn to and subscribed before me this	Attestment:	
30 th Day of April, 2024	County Clerk	
Notary Public: MM Worn Aff	Approved as to Form	
Notary commission expires: Jun 9 20	26	
[Locus Sigilli – Seal or Stamp]	APPROVED AS TO FORE	4
Not	MICHAEL DAVID HART ary Public - State of Utah	_
12 (TESM /=1	Comm. No. 725121 Commission Expires on Senior Academy About	



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL

CONTRACT # 008-45

For the provision of INMATE CLOTHING & RELATED ITEMS SUPPLY

ARTICLE #101 - INTRODUCTION

This Contract for Inmate Clothing & Related Items Supply (hereinafter "Services") as entered into on 4-8-2024 , is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd. Gainesville, Georgia 30504, and Babbarker (months) Gooded at 1925 Purfey (2) (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work.**Provide a contract for the purchase of inmate clothing and related items for the Hall

 County Jail and the Hall County Correctional Institution. Products stated in <u>Exhibit C</u>—

 Cost Proposal Worksheet are estimated for annual use.
- B. County hereby agrees as good and valuable compensation as provided in the attached quote, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below:
- C. <u>Price Escalation Clause</u>. Not applicable. Contractors may request up to a <u>three-percent</u> (3%) price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER COUNTY ISSUING OFFICER

Jason Smith Cheryl Wright

Major , Buyer

Hall County Sheriff's Office – Jail Bureau Hall County Purchasing Division

jsmith@hallcounty.org 2875 Browns Bridge Rd
Ph: (770) 531-3934 Gainesville, GA 30504
cwright@hallcounty.org

Ph: (770) 535-8263

CONTRACTOR'S CONTACT INFO REMIT-TO ADDRESS (if different).

Name BOB BARKER COMPANY, INC.

Title SABRINA HENNER - CONTRACT SPECIALIST SAME AS BESIDES

Address 1 7925 PURFOY ROAD

Address 2

City, State, Zip FUQUAY VARINA, NC 27526

Ph: **1-800-334-9880**

Email: BIDNOTICES@BOBBARKER.COM

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernization projects, until substantial and final completion of Services according to agreed time-schedule of

N/A

and after all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party,

including but not limited to fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

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

ARTICLE # 108 - TERMINATION:

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

- A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is

in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

- 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole

discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent
 to providing the Services, the revocation or loss of such license or certification may
 result in immediate termination of the Contract effective as of the date on which the
 license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any

resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118-INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury
e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person c. \$500,000 per Occurrence d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

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

ARTICLE # 119 – NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
 - B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
 - C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof

outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to <u>accountspayable@hallcounty.org</u> and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 - HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance,

custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.

- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written: Print Company's full legal name on the line below exactly as it appears on company's W-9 Form (No d/b/a).

Company: BOB BARKER COMPANY, INC.	HALL COUNTY, GEORGIA
By: Derbra Henner Print Name: SABRINA HENNER Title: CONTRACT SPECIALIST	By
	Date:
Sworn to and subscribed before me this Day of April 2024	Attestment: County Clerk Approved as to Form
Notary Public: Beverly C. Bebod Bough C. Boom Notary commission expires: 5/10/2025	

[Locus Sigilli – Seal or Stamp]

BEVERLY C. BELAND NOTARY PUBLIC WAKE COUNTY, N.C.

SUMMATION OF BIDS RECEIVED INMATE CLOTHING & RELATED SUPPLY ITEMS ANNUAL CONTRACT Bid #008-45 BIDS EMAILED: 30 (H) 1 Bids Received: 3 (H) 1 No Bids 2	Bob Barker Fuquay-Varina, NC	Victory Supply, LLC Mount Pleasant, TN	Hard Time Products L.L.C. Rome, GA	StrongPoint Gainesville, GA	Anchortex Corporation West Berlin, NJ
Department: JAIL & CI					
Correctional classics striped trousers - sizes S-8XL, "Bob Barker #TBWT" or equivalent, black/white stripe	\$6.74 / S-L \$6.94 / XL \$7.11 / 2XL \$7.31 / 3XL \$7.56 / 4XL \$8.56 / 5XL-6XL \$12.11 / 7XL-8XL \$6.74 / S-L \$6.94 / XL \$7.11 / 2XL	\$6.63 / ea	\$5.58 / S-2XL \$7.00 / 3XL - 6XL \$10.35 / 7XL - 8XL \$5.58 / S-2XL	no bid	no bid
Correctional classics striped trousers - sizes S-8XL, "Bob Barker #TOWT" or equivalent, orange/white stripe	\$7.11 / 2XL \$7.31 / 3XL \$7.56 / 4XL \$8.56 / 5XL-6XL \$12.11 / 7XL-8XL	\$6.63 / ea	\$5.58 / S-2XL \$7.00 / 3XL - 6XL \$10.35 / 7XL - 8XL	no bid	no bid
65/35 poly/cotton twill, 7.5 oz. white pants with dark blue stripe. Double stitched on cuff less pants, belt loops, button fly, two front pockets, two back pockets, sizes S-8XL	Case of 6 \$70.14 /S \$74.34 /M \$82.14 / L \$89.34 / XL \$90.30 / 2XL \$91.14 / 3XL \$97.14 / 4XL \$103.14/ 5XL \$113.94/ 6XL \$116.34/ 7XL \$125.94/ 8XL	\$23.98 / ea	no bid	no bid	no bid

Men's poly/cotton triple needle full elastic pant w/mock fly, navy, sizes S - 8XL	\$7.98 / S-L \$8.44 / XL-2XL \$8.64 / 3XL \$8.94 / 4XL \$9.36 / 5XL-6XL \$10.44/ 7XL \$10.75 / 8XL	6.63 / ea	5.58 / S-2XL \$7.00 / 3XL - 6XL \$10.35 / 7XL - 8XL	no bid	no bid
White T-Shirts, 100% cotton w/crew neck. Sizes S - 8XL	\$20.28 / S-L \$24.00 / L-XL \$28.00 / 2XL-3XL \$35.00 / 4XL -7XL	3.19 / ea	Case of 12 \$20.63 / S-XL \$33.53 / 2X - 5XL \$37.61 / 6XL \$42.00 / 7XL \$44.00 / 8XL	no bid	no bid
Underwear, Boxers, 65/35 poly/cotton broadcloth. Elastic waistband. Hemmed legs & patch fly. Sizes S - 8XL	\$14.92 / 3XL	\$12.12 / cs (12) (\$1.01 / ea)	Case of 12 \$12.90 / S-XL \$13.43 / 2XL \$13.97 / 3XL \$14.51 / 4XL \$15.05 / 5XL \$16.05 / 6XL \$17.05 / 7XL \$18.05 / 8XL	no bid	no bid
Inmate tube socks, 90% cotton/7% polyester/3% elastic, unbleached white. Double welt top, One size fits all, 12 per pack, Men's & Women's	\$4.84 / cs (12) (\$0.40 / ea)	\$5.16 / cs (12) (\$0.43 / ea)	no bid	no bid	no bid
Military style cotton webbed belt, 1.25" wide, webbing w/buckle and tip	\$18.48 / cs (12) (\$1.54 / ea)	5.49 / ea	no bid	no bid	no bid
Watch cap, 1-Size-Fits-All, 100% Acrylic, Navy	\$15.48 / cs (12) (\$1.29 / ea)	\$11.52 / cs (12) (\$0.96 / ea)	\$23.64 per dozen (\$1.97/ea)	no bid	no bid
Mesh safety vest, orange w/silver & yellow reflective stripes	3.88 / ea	5.21 / ea	5.78 / ea	no bid	no bid
Denim jacket, 100% cotton denim w/grey flannel lining, button front, cuffless sleeves. Sizes S-8XL	\$19.68 / S - 3XL \$20.68 / 4XL \$21.68 / 6XL - 7XL \$24.68 - 8XL	21.49 /ea	no bid	no bid	no bid

			I		
Rain poncho, vinyl, orange, "Bob Barker #VRP-OR or equivalent"	\$34.66 / cs (12)	1.14 / ea	no bid	no bid	no bid
Chore coat, blanket lined Khaki twill, "Charm-Tex #JKT-5052 or equivalent" sizes S -8XL	\$19.68 / S - 3XL \$20.68 / 4XL \$21.68 / 6XL - 7XL \$24.68 - 8XL	19.23 / ea	no bid	no bid	no bid
LAUNDRY ITEMS:					
Bleach, Laundry, 55 Gallon Drum, "ZEP # 86885" or equivalent	no bid	no bid	\$612.99	no bid	no bid
Detergent, Laundry, 55 Gallon Drum, "ZEP # 86685" or equivalent	no bid	no bid	\$659.00	no bid	no bid
				no bid	no bid
PERSONAL HYGIENE:					
Clippers, Fingernail, 2" Long, "Bob Baker # PT1" or equivalent	\$7.66 / cs (24) (\$0.32 / ea)	0.29 / ea	\$2.64 per dozen (\$0.22/ea)	no bid	no bid
Clippers, Toe Nail, Nickel Plated Steel with Chrome Finish, No File, "Bob Baker # TC1" or equivalent	\$6.53 / cs (12) (\$0.54 / ea)	0.71 / ea	\$7.20 / per dozen (\$0.60/ea)	no bid	no bid
Razor, anti-shank, 500/case	\$27.27 / cs (500) (\$0.05 / ea)	\$100.00 / cs (500) (\$0.20 / ea)	\$100.00 / cs (500) (\$0.20 / ea)	no bid	no bid
Soap, Bar, 5 ounce, Anti-Bacterial, Individually Wrapped	\$34.14/ cs (144) (\$0.24 / ea)	\$80.00 / cs (1000) (\$0.08 / ea)	\$40.00 /cs (72) (\$0.56)	no bid	no bid
Hygiene Kit to contain the following: Washcloth, Tuft short toothbrush, Maximum security toothpaste, Black plastic 5" black comb, Sheets of loose paper, Plain white envelopes, Clear plastic mechanical pencil, #2 lead stacking point, Eraser cap. All items are to be in an 8" x 10" clear, enclosable zip closure poly bag.	\$1.01 / kit	\$1.98 / kit	\$0.85/kit	no bid	no bid
Shampoo, lice control, non-foaming, one-gallon with dispensing pump with each gallon for one ounce of shampoo dispenses, "Bob Barker" #LCS-128 or equivalent	\$51.51 / ea	Per Case of 4 \$171.24 (\$42.81 per gallon)	Per Case of 4 \$137.40 (\$34.35 per gallon)	no bid	no bid

Shave Cream, 0.25 ounce, Vinyl Packet, Case / 1,000, "Bob Barker # SCP" or equivalent	\$53.97 / cs (1,000) (\$0.05 / ea)	\$60.00 / cs (1000) (\$0.06 / ea)	\$5.00 / cs (1000) (\$0.005 / ea)	no bid	no bid
Toothbrush, 3-1/4" Long, Ivory Color, Case / 144, "Bob Barker # BBST25" or equivalent	\$4.98 / cs (144) (\$0.03 / ea)	\$7.20 / cs (144) (\$0.05 / ea)	5.76 / cs (144) (\$0.04 / ea)	no bid	no bid
Toothpaste, 0.6 ounce, Animal Fat- Free Fluoride, "Bob Barker Maximum Security # MS306" or equivalent	\$19.28 / cs (144) (\$0.13 / ea)	0.11 / ea	\$20.16 / cs (144) (\$0.14 / ea)	no bid	no bid
Towel, first quality, 20" x 40", 86% cotton, 14% polyester with 100% cotton loop on both sizes	\$10.61 / cs (12) (\$0.88 / ea)	\$11.16 / cs (12) (\$0.93 / ea)	\$11.40 / dozen (\$0.95 / ea)	no bid	no bid
Wash Cloth, first quality, 12" x 12", 86% Cotton, 14% Polyester with 100% Cotton Loop on both sides	\$16.92 / cs (12) (\$1.41 / ea)	\$2.40 / dozen (\$0.20 / ea)	· ·	no bid	no bid
OTHER:					
Odor Hound Air & Surface spray 32 fl. Oz 6/case, "Bob Barker OH-532" or equivalent	\$56.22 / cs (6)	\$14.99 / ea	no bid	no bid	no bid
Safety flo anti-fatigue mat, "Bob Barker #Z6916035" or equivalent	\$65.22 / ea	\$74.44 / ea	no bid	no bid	no bid
Heavy duty utility cart 25" x 40", "Bob Barker #5805BE" or equivalent	\$231.15 / ea	\$269.00 / ea	260.00 / ea	no bid	no bid
Protective Detainee hood, "Bob Barker #7000" or equivalent	\$166.50 / cs (50) (\$3.33 / ea)	\$50.00 / cs (100) (\$2.00 / ea)	\$350.00 / cs (100) (\$3.50 / ea)	no bid	no bid
PERSONAL UTENSILS:					
Cup, Polypropylene, 7-1/2 ounce, Buff, 3-1/8" high, Micrwave Safe, "Bob Barker # 724B" or equivalent	\$50.94 / cs (72) (\$0.71 / ea)	\$151.20 / cs (240) (\$0.63 / ea)	\$130.00 / cs (72) (\$1.31 / ea)	no bid	no bid

Deodorant, stick, 5 oz. alcohol-free	\$69.13 / cs (144) (\$0.48 / ea)	\$178.56 / cs (576) (\$0.31 /ea)	\$50.25 / cs (144) (\$0.35 / ea)	no bid	no bid
Spork, Mini, Thumb handle, Case / 100, "Bob Barker #THSPK" or equivalent	\$10.10 /cs (100) (\$0.10 / ea)	\$0.15	no bid	no bid	no bid
Teaspoon, Safety Type, Orange Plastic	\$17.98 / cs (100) (\$0.18 / ea)	\$60 / cs (400) (\$0.15 / ea)	\$125.00 / cs (360) (\$0.35 / ea)	no bid	no bid
Drinking Tumbler, "Zylon Milk White" or equivalent, 12 oz.	\$48.92 / cs (72) (\$0.68 / ea)	\$108.72 / cs (72) (\$1.51 / ea)	\$80.00 / cs (72) (\$1.11 / ea)	no bid	no bid
BARBER NEEDS:					
Electric Hair Clippers, includes "Wahl V5000 Motor Clipper, 4 ounce Hair Clipper Oil bottle, 1/8" Attachment Comb & Instructions" or equivalent	\$88.48 / ea	\$69.43 / ea	no bid	no bid	no bid
Hair Clipper, Disinfectant Spray, 12 ounce, "Bob Barker # 72130 Clippercide" or equivalent	\$75.75 / cs (12) (\$6.31 per spray)	\$11.45 / ea	no bid	no bid	no bid
BEDDING:					
Bed Blanket, 62" x 82", "Bob Barker # WB6280" or equivalent	\$6.98 / ea	\$6.15 / ea	no bid	no bid	no bid
Bed Blanket, 66" x 90", "Tabb Textile # TB152" or equivalent	\$9.12 / ea	\$5.16 / ea	\$56.00 per dozen (\$4.67 per blanket)	no bid	no bid
Bed Blanket, 72" x 90", "Bob Baker # TN7290" or equivalent	\$5.18 / ea	\$5.16 / ea	no bid	no bid	no bid
Bed Sheets, 54" x 90", Flat, White	\$25.72 / cs (12) (\$2.14 / ea)	\$2.44 / ea	\$22.80 per dozen (\$1.90 / ea)	no bid	no bid
Pillow, 20" x 26", 100% Fire-Retardant Polyester Fiber, treated with "Staph- Chek 44" or equivalent.	\$6.52 / ea	\$6.99 / ea	\$4.69	no bid	no bid

Pillowcase, Standard, Polyester & Cotton Blend, White	\$8.49 / cs (12) (\$0.71 /ea)	1.04 / ea	no bid	no bid	no bid
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AGENDA ITEM

Consent Agenda

REPORT TO:	Work Session (06/10/24)					
REPORT TO:	Voting Meeting (06/13/24)					
ITEM NO:	166/2024					
SUBJECT:	Unit Installation, Rep Hobbs Co - Atlanta o Gainesville, GA and F	Approve the award of RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance for Building Maintenance to J.R. Hobbs Co - Atlanta of Lawrenceville, GA, Conditioned Air Systems, Inc. of Gainesville, GA and Freedom Mechanical, LLC of Lula, GA. The estimated annual cost is \$1,556,201.56.				
Meetings:						
Work Session Date:	06/10/24	Voting Meeting Date: 06/13/24				
Executive Summary	:					
Presenter: Recommendation: Approve.		WD				
Purpose of Request: Approve the award of RFQ/P #44-Call HVAC Unit Installation, Repair Maintenance to J.R. Hobbs Co - A Conditioned Air Systems, Inc. of Gr. Mechanical, LLC of Lula, GA. The \$1,556,201.56.	r, & Maintenance for Building tlanta of Lawrenceville, GA, ainesville, GA and Freedom	History:				
Facts and Issues:		Options:				

This item is to award Demand Services contracts to J.R. Hobbs Co-Atlanta of Lawrenceville, GA; Conditioned Air Systems, Inc of Gainesville, GA; and Freedom Mechanical of Lula, GA for future task order projects.

This contract will have an initial one (1) year term for FY2025 with four (4) renewal options and is the result of competitive bid RFQ/P #44-034.

The historical spend for FY23 was \$1,556,201.56.

Gainesville Mechanical declined to submit a bid for this solicitation.

Funding Requested \$ 1,556,201.56

Are funds within current budget?

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Yes

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
AY	WD	AP	EW
Finance	Attorney	Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement
JR Hobbs Contract
Freedom Mechanical Contract
Conditioned Air Systems Inc. Contract
Bid Tab Summary



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 166/2024

Funds Requested: \$ 1,556,201.56 Request Budgeted: Yes

Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$1,556,201.56

Budget Transfer Items:

Additional Information/Comments:

Lamar Jones (770) 531-6823

Contact for Questions: KI **Phone:** (770) 531-5354



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503 Date: 05/01/2024

To:

From:

Richard Higgins, Chairman, BOC

t: 770.535.8270 | f: 770.531.6711

Andrew Youngblood, Purchasing Supervisor

INTERIM DIRECTOR Taylor Samples, CPA

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

Bid/Contract No: 44-034

Bid/Contract Name: Demand Services On-Call HVAC Unit Installation,

Repair & Maintenance - Rebid

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: JR Hobbs Co – Atlanta, LLC

Contract Description:

Prior Year's Spend: \$1,556,201.56

☐ Price Increase Requested Increase Percentage:

☑ Project/Service Contract Estimated Amount:

☐ Product Contract Estimated Amount:

Comments: Year one (1) of a possible five (5) year contract.

Prior Year Spend of approximately \$1,556,201.56 represents all HVAC capital and operational expenditures combined in FY24.

JR Hobbs Co – Atlanta is a new vendor for Hall County.



Hall County Government
FINANCIAL SERVICES

RIGINAL

EXHIBIT B – CONTRACT FOR SERVICES

FE OF GEORGIA CONTRACT #44-034

STATE OF GEORGIA COUNTY OF HALL

For the provision of

Demand Services On-Call HVAC Unit Installation, Repair, & Maintenance – Rebid

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services On-Call HVAC Unit Installation, Repair, & Maintenance (hereinafter "Services") as entered into on , and with an Effective Date of <u>July 1, 2024</u>, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, J.R. Hobbs Co-Atlanta (company's full legal name) located 2021 Cedars Rd, suite 100, Lawrenceville, GA 30043 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as "Parties".

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

Whereas, this Contract is the result of the competitively bid $\underline{\mathsf{RFQ/P}\ \#\ 44-034}$, and contains the Contractor's bid response, acceptance of the Scope of Work, its exhibits, attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the <u>RFQ/P #44-034</u> and the Bid Response.
- B. Contractor is to invoice the County after substantial completion of services in arrears.
- C. <u>Price Escalation Clause</u> Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES

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

COUNTY PROJECT MANAGER

Kevin Ivey Superintendent Building Maintenance kivey@hallcounty.org Ph: (770) 531-5354

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Name: Travis Riley
Title: Director of Commercial Service
Company Name: J.R. Hobbs Co-Atlanta
Physical Address: 2021 Cedars rd, Suite 100
City, State, ZIP: Lawrenceville, GA 30043
Email: triley@jrhobbs.com
Phone: 706-601-0069 / 844-711-3302

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

REMIT-TO ADDRESS (if different): Same

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

ARTICLE #105 - CONTRACT TERM

Until substantial and final completion of services according to each respective Task Order to be issued for future projects.



ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- **B.** Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event



that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- **A. Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- **B.** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE # 108.C below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- **C. Notice of Default**. If either party causes one or more of the default events set out in this *ARTICLE*, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or non-compliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.



- 2. In the event of a breach by the Contractor, the County may procure substitute services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
- 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - In the event that the Contractor must be certified or licensed as a condition precedent to
 providing the services, the revocation or loss of such license or certification may result in
 immediate termination of the Contract effective as of the date on which the license or
 certification is no longer in effect.
 - 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 - 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 - 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.



H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or abandons the project before completion, the Contractor shall pay the County liquidated damages for an amount equal to the percentage of work not completed — to be determined by each future Task Order.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE # 110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE # 111 - USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE # 112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE # 113 – SEVERABILITY

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

ARTICLE # 114 - RECORDS

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

ARTICLE # 115 – ADDITIONAL TERMS

The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties,



service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyperlink. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the services described in *Scope of Work* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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



f. \$5,000 Medical Payments

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

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

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts.

a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

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

ARTICLE # 119 - NO WAIVER

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- **B.** Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- C. Vehicles and Equipment. With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will not use County-owned vehicles or equipment in the performance of this Contract



without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP

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

ARTICLE # 121 - COMPENSATION

- A. The County will pay the Contractor for the services provided pursuant to this Contract Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted for Task Orders shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the



- Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 CONTRACT.*
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the services.
- 3. The County does not pay for services not yet received, but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
- C. Unsatisfactory Performance/Delay of Payment.
 - 1. If the County determines that the quality of the services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE # 103 NOTICES* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this Article or terminate the Contract pursuant to *ARTICLE # 108 TERMINATION PROVISIONS*.
 - 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party with whom it is contracted. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS

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



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

ARTICLE #124 – RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

ARTICLE # 128 – ORDER OF PRECEDENCE

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

- 1. Any amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE # 129 - CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A Contract for Services
- EXHIBIT B Bid Response Sheet
- EXHIBIT C Cost Proposal Worksheet



- EXHIBIT D W-9 Form
- EXHIBIT E E-Verify Affidavit
- EXHIBIT F Ethics Affidavit
- EXHIBIT G Scored Questions

ARTICLE # 130 - ENTIRE CONTRACT

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

ARTICLE # 131 – VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and the Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. The County retains the right to "red line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
- 6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "designer", "distributor", "dealer", or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.



- 7. Furthermore, the terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), "software", "SaaS", "engineering", "architectural", "capital asset equipment", "vehicles", "heavy earth-moving" or other equipment (purchased or leased), or other such deliverables are herein denoted as "Goods" and shall mean one and the same.
- 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street, or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 10. The supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the supplier's bid response.
- 11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
- 12. The supplier shall not construe any verbal consent to purchase goods or services as valid.
- 13. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both parties.
- 14. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 15. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 16. The County does not pay deposits towards goods ordered, except for custom made items such as window treatments, floor coverings, etc., fabrication, decoration, or products otherwise custom designed specifically for the County.
- 17. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 18. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums of Understanding, and other such Agreements.
- 19. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
- 20. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 21. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 22. Receipt of goods or services does not constitute acceptance. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 23. The supplier warrants that the goods are merchantable, and the supplier has a legal right to deliver the goods and services as described herein. Title to the goods shall remain with the supplier until acceptance by the County.
- 24. Vendor agrees not to assign in full or part of the contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 25. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 26. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all the descriptions, specifications, exhibits, and attachments contained



- in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
- 27. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
- 28. Invoices submitted to the County shall reflect the language of the PO with the PO number printed on each invoice submitted.
- 29. In the event that a PO has an attached contract or agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 30. The supplier may be suspended, terminated, or debarred if it is determined that the supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 31. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 32. The supplier certifies that the supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 33. Goods are Free on Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 34. The County does not pay late fees nor interest charges.
- 35. The supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
- 36. The County is not bound to any minimum or maximum quantity or dollar amount set by the supplier.
- 37. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]



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

Print Company's Full Legal Name:	
J.R. Hobbs Co-Atlanta	HALL COUNTY, GEORGIA
By:	By Richard Higgins, Chairman Hall County Board of Commissioners
Title: Director of Commercial Service	Attestment:
Date: April 17, 2024	Board of Commissioners Clerk
Sworn to and subscribed before me this	Approved as to Form
18th Day of April , 2024	APPROVED AS TO FORM
Notary Public: Mwaa Rodiguy Notary commission expires: 03/27/2026	Nathaniel R. Anderson, Senior Assistant County Attorney



[Locus Sigilli - Seal or Stamp]



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503 Date: 05/01/2024

To:

Richard Higgins, Chairman, BOC

t: 770.535.8270 | f: 770.531.6711

From: Andrew Youngblood, Purchasing Supervisor

INTERIM DIRECTOR Taylor Samples, CPA

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

Bid/Contract No: 44-034

Bid/Contract Name: Demand Services On-Call HVAC Unit Installation,

Repair & Maintenance - Rebid

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Conditioned Air Systems, Inc.

Contract Description:

oximes Annual Contract oximes New oximes Renewal

Prior Year's Spend: \$1,556,201.56

☐ Price Increase Requested Increase Percentage:

☐ Product Contract Estimated Amount:

Comments: Year one (1) of a possible five (5) year contract.

Prior Year Spend of approximately \$1,556,201.56 represents all HVAC capital and operational expenditures combined in FY24.

Freedom Mechanical is a new vendor for Hall County.



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA CONTRACT #44-034

COUNTY OF HALL

For the provision of

Demand Services On-Call HVAC Unit Installation, Repair, & Maintenance – Rebid

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call HVAC Unit Installation, Repair, & Maintenance (hereinafter "Services") as entered into on , and with an Effective Date of July 1, 2024 , is by and between; Hall County, Georgia (hereinafter "County") located at Browns Bridge Rd, Gainesville, Georgia 30504, Freedom Mechanical LLC , (company's located name) legal 5447 Old Cornelia Hwy, Lula Ga 30554 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as "Parties".

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

Whereas, this Contract is the result of the competitively bid RFQ/P # 44-034, and contains the Contractor's bid response, acceptance of the Scope of Work, its exhibits, attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the <u>RFQ/P #44-034</u> and the Bid Response.
- B. Contractor is to invoice the County after substantial completion of services in arrears.
- C. <u>Price Escalation Clause</u> Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES

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

COUNTY PROJECT MANAGER

Kevin Ivey Superintendent Building Maintenance kivey@hallcounty.org Ph: (770) 531-5354

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org

Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Name: Brad Mullinax
Title: Owner
Company Name: Freedom Mechanical.co
Physical Address: 5447 Old Cornelia Hwy
City, State, ZIP: Lula ga 30554
Email: brad@freedommechanical.co
Phone: 678-943-5836

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

REMIT-TO ADDRESS (if different):

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

ARTICLE #105 - CONTRACT TERM

Until substantial and final completion of services according to each respective Task Order to be issued for future projects.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- **B.** Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event

that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 – TERMINATION

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to ARTICLE # 105 – CONTRACT TERM above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- **A. Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- **B. Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE # 108.C below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in this ARTICLE, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or non-compliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - Immediately terminate the Contract for default without additional written notice.

- 2. In the event of a breach by the Contractor, the County may procure substitute services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
- 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - In the event that the Contractor must be certified or licensed as a condition precedent to
 providing the services, the revocation or loss of such license or certification may result in
 immediate termination of the Contract effective as of the date on which the license or
 certification is no longer in effect.
 - 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 - 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 - 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or abandons the project before completion, the Contractor shall pay the County liquidated damages for an amount equal to the percentage of work not completed – to be determined by each future Task Order.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE # 110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE # 111 - USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE # 112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE # 113 – SEVERABILITY

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

ARTICLE # 114 - RECORDS

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

ARTICLE # 115 - ADDITIONAL TERMS

The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties,

service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyperlink. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 – WAIVER

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

ARTICLE # 117 – CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the services described in *Scope of Work* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

f. \$5,000 Medical Payments

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

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

Additional Provisions:

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

<u>Umbrella Liability Insurance: Required for all contracts.</u>

a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

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

ARTICLE # 119 - NO WAIVER

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- **B. Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- C. Vehicles and Equipment. With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will not use County-owned vehicles or equipment in the performance of this Contract

without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP

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

ARTICLE # 121 – COMPENSATION

- A. The County will pay the Contractor for the services provided pursuant to this Contract Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted for Task Orders shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 – COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the

- Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 CONTRACT*.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the services.
- 3. The County does not pay for services not yet received, but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
- C. Unsatisfactory Performance/Delay of Payment.
 - 1. If the County determines that the quality of the services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE # 103 NOTICES* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this Article or terminate the Contract pursuant to *ARTICLE # 108 TERMINATION PROVISIONS*.
 - 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party with whom it is contracted. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

ARTICLE # 128 – ORDER OF PRECEDENCE

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

- 1. Any amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE # 129 – CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A Contract for Services
- EXHIBIT B Bid Response Sheet
- EXHIBIT C Cost Proposal Worksheet

- EXHIBIT D W-9 Form
- EXHIBIT E E-Verify Affidavit
- EXHIBIT F Ethics Affidavit
- EXHIBIT G Scored Questions

ARTICLE # 130 - ENTIRE CONTRACT

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

ARTICLE # 131 – VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

<u>ARTICLE #133 – HOLD HARMLESS AGREEMENT</u>

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and the Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. The County retains the right to "red line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
- 6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "designer", "distributor", "dealer", or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.

- 7. Furthermore, the terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), "software", "SaaS", "engineering", "architectural", "capital asset equipment", "vehicles", "heavy earth-moving" or other equipment (purchased or leased), or other such deliverables are herein denoted as "Goods" and shall mean one and the same.
- 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street, or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 10. The supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the supplier's bid response.
- 11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
- 12. The supplier shall not construe any verbal consent to purchase goods or services as valid.
- 13. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both parties.
- 14. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 15. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 16. The County does not pay deposits towards goods ordered, except for custom made items such as window treatments, floor coverings, etc., fabrication, decoration, or products otherwise custom designed specifically for the County.
- 17. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 18. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums of Understanding, and other such Agreements.
- 19. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
- 20. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 21. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 22. Receipt of goods or services does not constitute acceptance. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 23. The supplier warrants that the goods are merchantable, and the supplier has a legal right to deliver the goods and services as described herein. Title to the goods shall remain with the supplier until acceptance by the County.
- 24. Vendor agrees not to assign in full or part of the contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 25. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 26. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all the descriptions, specifications, exhibits, and attachments contained

- in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
- 27. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
- 28. Invoices submitted to the County shall reflect the language of the PO with the PO number printed on each invoice submitted.
- 29. In the event that a PO has an attached contract or agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 30. The supplier may be suspended, terminated, or debarred if it is determined that the supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 31. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 32. The supplier certifies that the supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 33. Goods are Free on Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 34. The County does not pay late fees nor interest charges.
- 35. The supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
- 36. The County is not bound to any minimum or maximum quantity or dollar amount set by the supplier.
- 37. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

Print Company's Full Legal Name:	
Freedom Mechanical LLC	HALL COUNTY, GEORGIA
By: Brad Mullinax Title: Owner Date: 4/18/24	By
	Board of Commissioners Clerk
Sworn to and subscribed before me this Day of April , 2024	Approved as to FORM Nathaniel R. Anderson, Senior Assistant County Attorney
Notary Public: March 12 2021	
Notary commission expires: Jule 13 2024	
[Locus Sigilli BARDET TOTAL) OTAL OTAL COMMISSION EXPIRES	



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503 Date: 05/01/2024

To:

From:

Richard Higgins, Chairman, BOC

t: 770.535.8270 | f: 770.531.6711

Andrew Youngblood, Purchasing Supervisor

INTERIM DIRECTOR Taylor Samples, CPA

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

Bid/Contract No: 44-034

Bid/Contract Name: Demand Services On-Call HVAC Unit Installation,

Repair & Maintenance - Rebid

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Conditioned Air Systems, Inc.

Contract Description:

oximes Annual Contract oximes New oximes Renewal

Prior Year's Spend: \$1,556,201.56

☐ Price Increase Requested Increase Percentage:

☐ Product Contract Estimated Amount:

Comments: Year one (1) of a possible five (5) year contract.

Prior Year Spend of approximately \$1,556,201.56 represents all HVAC capital and operational expenditures combined in FY24.

Conditioned Air Systems is a new vendor for Demand Services On-Call.



EXHIBIT B - CONTRACT FOR SERVICES STATE OF GEORGIA COUNTY OF HALL

CONTRACT #44-034

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings For the provision of

Hall County Government FINANCIAL SERVICES

Demand Services On-Call HVAC Unit Installation, Repair, & Maintenance – Rebid

ARTICLE #101 – INTRODUCTION

This Contract for Demand Services On-Call HVAC Unit Installation, Repair, & Maintenance (hereinafter "Services") as entered into on , and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, Conditioned Air Systems Inc. (company's located full legal name) 2410 Hilton Way SW. Gainesville GA, 30501 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as "Parties".

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

Whereas, this Contract is the result of the competitively bid RFQ/P # 44-034, and contains the Contractor's bid response, acceptance of the Scope of Work, its exhibits, attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ/P #44-034 and the Bid Response.
- B. Contractor is to invoice the County after substantial completion of services in arrears.
- C. <u>Price Escalation Clause</u> Contractor may request up to, but no more than, a three percent (3%) price escalation adjustment to this contract at each time of contract renewal.

ARTICLE #103 - NOTICES

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

COUNTY PROJECT MANAGER

Kevin Ivey Superintendent Building Maintenance kivey@hallcounty.org Ph: (770) 531-5354

COUNTY ISSUING OFFICER

Andrew Youngblood
Purchasing Supervisor
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
andrew.youngblood@hallcounty.org

Ph: (770) 531-4940

CONTRACTOR'S CONTACT INFORMATION

Name: Michael Conley
Title: Commercial Field Supervisor
Company Name: Conditioned Air Systems Inc.
Physical Address: 2410 Hilton Way SW
City, State, ZIP: Gainesville,GA 30501
Email: Mconley@conditionedairsystems.com
Phone: 678-928-1373
REMIT-TO ADDRESS (if different):

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

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

ARTICLE #105 – CONTRACT TERM

Until substantial and final completion of services according to each respective Task Order to be issued for future projects.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE

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

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

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

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

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

- **B.** Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event

that the County has entered into or enters into contracts with other Contractors related to the services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to *ARTICLE # 105 – CONTRACT TERM* above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- **A. Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- **B.** Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - 1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
 - 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
 - 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
 - 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
 - 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or, a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE # 108.C below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in this ARTICLE, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or non-compliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.

- 2. In the event of a breach by the Contractor, the County may procure substitute services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
- 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.
- E. **Termination due to Failure of Contractor to Act.** The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - In the event that the Contractor must be certified or licensed as a condition precedent to providing the services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 - 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees, or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
 - 3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
 - 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **The Contractor's Termination Duties.** Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or abandons the project before completion, the Contractor shall pay the County liquidated damages for an amount equal to the percentage of work not completed – to be determined by each future Task Order.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY

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

ARTICLE # 110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR

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

ARTICLE # 111 - USE OF THIRD PARTIES (SUBCONTRACTORS)

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

ARTICLE # 112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE # 113 – SEVERABILITY

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

ARTICLE # 114 - RECORDS

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

ARTICLE # 115 – ADDITIONAL TERMS

The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties,

service level agreement, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyperlink. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 – WAIVER

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall (i) notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience, and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of subcontractors to provide the services described in *Scope of Work* prior to subcontractor's performance of work.

ARTICLE # 118 – INSURANCE REQUIREMENTS

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

f. \$5,000 Medical Payments

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

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

Additional Provisions:

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

<u>Umbrella Liability Insurance: Required for all contracts.</u>

a. \$1,000,000 per Occurrence

Additional Provisions:

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

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

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

ARTICLE # 119 - NO WAIVER

- **A.** Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.
- **B.** Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency.
- C. Vehicles and Equipment. With the exception of any specified County-owned equipment and vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will not use County-owned vehicles or equipment in the performance of this Contract

without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP

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

ARTICLE # 121 – COMPENSATION

- A. The County will pay the Contractor for the services provided pursuant to this Contract Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted for Task Orders shall be firm and fixed throughout the term of this Contract, unless otherwise amended or modified by mutual agreement.
- C. Cost may be prorated for services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

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

B. Invoice/Payment

1. Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the

- Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE # 102 CONTRACT*.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the services.
- 3. The County does not pay for services not yet received, but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
- C. Unsatisfactory Performance/Delay of Payment.
 - 1. If the County determines that the quality of the services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE # 103 NOTICES* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiencies within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this Article or terminate the Contract pursuant to *ARTICLE # 108 TERMINATION PROVISIONS*.
 - 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party with whom it is contracted. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

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

ARTICLE #124 – RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

<u>ARTICLE # 126 – NOTICE OF INTENT TO LITIGATE</u>

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

ARTICLE # 127 - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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

ARTICLE # 128 – ORDER OF PRECEDENCE

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

- 1. Any amendments to the Contract, including all Exhibits thereto.
- 2. The Contract itself, including all Exhibits thereto.
- 3. Attachments appended to the Contract.

ARTICLE # 129 - CONTRACT EXHIBITS AND ATTACHMENTS

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the Bid Response, are herein incorporated into this contract by reference.

- EXHIBIT A Contract for Services
- EXHIBIT B Bid Response Sheet
- EXHIBIT C Cost Proposal Worksheet

- EXHIBIT D W-9 Form
- EXHIBIT E E-Verify Affidavit
- EXHIBIT F Ethics Affidavit
- FXHIBIT G Scored Questions

ARTICLE # 130 - ENTIRE CONTRACT

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

ARTICLE # 131 – VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

- All purchases must comply with the Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and the Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. The County retains the right to "red line" sections of the supplier's terms and conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of goods or services serves as the supplier's full and complete acceptance of the County's terms and conditions.
- 6. The terms "supplier", "vendor", "bidder", "offeror", "contractor", "designer", "distributor", "dealer", or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "Supplier" for goods and "Contractor" for services.

- 7. Furthermore, the terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), "software", "SaaS", "engineering", "architectural", "capital asset equipment", "vehicles", "heavy earth-moving" or other equipment (purchased or leased), or other such deliverables are herein denoted as "Goods" and shall mean one and the same.
- 8. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street, or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 10. The supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the supplier's bid response.
- 11. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written PO or a Change Order of such.
- 12. The supplier shall not construe any verbal consent to purchase goods or services as valid.
- 13. The County does not accept substitutions of services or goods that do not comply with the scope of work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both parties.
- 14. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 15. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 16. The County does not pay deposits towards goods ordered, except for custom made items such as window treatments, floor coverings, etc., fabrication, decoration, or products otherwise custom designed specifically for the County.
- 17. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 18. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums of Understanding, and other such Agreements.
- 19. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
- 20. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 21. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 22. Receipt of goods or services does not constitute acceptance. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 23. The supplier warrants that the goods are merchantable, and the supplier has a legal right to deliver the goods and services as described herein. Title to the goods shall remain with the supplier until acceptance by the County.
- 24. Vendor agrees not to assign in full or part of the contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 25. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 26. All goods and services supplied pursuant to a PO shall, unless otherwise noted, must conform exactly to all the descriptions, specifications, exhibits, and attachments contained

- in the bid solicitation upon which a PO is based, and all the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
- 27. Any and all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by the County is considered County property and shall be delivered to the County upon request.
- 28. Invoices submitted to the County shall reflect the language of the PO with the PO number printed on each invoice submitted.
- 29. In the event that a PO has an attached contract or agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 30. The supplier may be suspended, terminated, or debarred if it is determined that the supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 31. The Supplier certifies that it and its subcontractors are not debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 32. The supplier certifies that the supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 33. Goods are Free on Board (F.O.B.) destination and freight, shipping, and delivery shall be pre-paid and added to the invoice as a separate line item.
- 34. The County does not pay late fees nor interest charges.
- 35. The supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges.
- 36. The County is not bound to any minimum or maximum quantity or dollar amount set by the supplier.
- 37. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

•
HALL COUNTY, GEORGIA
By Richard Higgins, Chairman Hall County Board of Commissioners Attestment:
Board of Commissioners Clerk
Approved as to FORM
Nathaniel R. Anderson, Senior Assistant County Attorney B. BROW OTAR PUBLIC COMMISSION EXPIRES May 21, 2024 GY COUNTY

RFQ/P #44-034 Demand Services for On-Call HVAC Unit Installation, Repair, & Maintenance - Rebid Bid Tab Summary

SCORES	JR Hobbs Co - Atlanta	Conditioned Air Systems, Inc	Freedom Mechanical	Gainesville Mechanical
Average Technical Scores	800.00	800.00	800.00	NO BID
Average Cost Scores	116.67	150.00	200.00	NO BID
Total Scores	916.67	950.00	1000.00	NO BID

Number of bids emailed	55
Number of bids emailed to Hall Co	20
Total responses	3
Number of Hall Co responses	2
No Bids	1



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 288/2024

Approve the renewal of the annual contract for RFQ/P #44-001 Demand **SUBJECT:**

Services for On-Call Flooring Contractors for various County departments to Covered + Clad Commercial Finishes of Buford, GA. The estimated annual

cost is \$85,700.00.

Meetings:

Work Session Date: Voting Meeting Date: 06/10/24 06/13/24

Executive Summary:

Presenter: TS

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #44-001 Demand Services for On-Call Flooring Contractors for various County departments to Covered + Clad Commercial Finishes of Buford, GA. The estimated annual cost is \$85,700.00.

History:

This bid was originally approved on 06/21/2023. This vendor is in good standing with the County.

Facts and Issues:

This is year two (2) of a possible five (5) year contract.

Options:

Funding Requested \$ 85,700.00

Are funds within current budget? Yes **Source of Funds** Various

Does the action involve a Resolution, Ordinance, Contract,

Yes Agreement, etc.? Yes

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

_	Q 1 A.		
Buver	Submit	Purchasing	Budget
Buyer	Subline	1 di chashig	Dauget

Buyer	Submit	Purchasing	Budget
MH	TS	AP	EW
Finance	Attorney	Administration	Clerk

Attachments:

Financial Supplement Contract



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 288/2024

Funds Requested: \$ 85,700.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$85,700.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS Phone: 770-531-3900



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: 05/06/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract renewal document for:

Bid/Contract No: 44-001-1

Bid/Contract Name: Demand Services for On-Call Flooring Contractors

Department(s) Requesting Contract: Multiple

Award Recipient Name: Covered + Clad Commercial Finishes

Contract Description:

Prior Year's Spend: \$73,418

Price Increase Requested Increase Percentage: 0%

Product Contract Estimated Amount: \$0

Comments: Year two (2) of a possible five (5) year contract. Finance has requested that this renewal be awarded to Covered + Clad Commercial Finishes, as they have been the previous contract holder and have provided excellent service over the last year.

Contract#: 44-001-1

Supplement Agreement #1

Demand Services for On-Call Flooring Contractors

March 13, 2024

Nathaniel R. Anderson,

Senior Assistant County Attorney

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 44-001, Demand Services for On-Call Flooring Contractors, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one-year period through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this day of, 2024	Hall County, Georgia
Natara Dublic	By: Richard Higgins
Notary Public Commission expires:	Chairman, Board of Commissioners
Subscribed and sworn to in our presence this day of Notary Public Commission expires: 1/2/27	Covered + Clad Commercial Finishes By: Joe Pryor President
JUSTIN PRYOR'	APPROVED AS TO FORM
NOTARY PUBLIC Hall County	when I am

State of Georgia
My Comm. Expires 7/16/27



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 236/2024

Approve the renewal of the annual contract for RFQ/P #41-002 Demand

Services for On-Call Concrete Contractors for various County departments to

Chattachoochee Group, Inc. of Clermont, GA, Multiplex, LLC of Duluth, GA and Sol Construction, LLC of Atlanta, GA. The estimated annual cost is

\$225,978.00.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: TS

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ/P #41-002 Demand Services for On-Call Concrete Contractors for various County departments to Chattachoochee Group, Inc. of Clermont, GA, Multiplex, LLC of Duluth, GA and Sol Construction, LLC of Atlanta, GA. The estimated annual cost is \$225,978.00.

Facts and Issues:

This is year five (5) of a five (5) year contract that Road Maintenance, Facilities Management, Parks and Leisure departments utilize. Task orders are requested of each contractor for projects and awarded to the lowest cost bidder.

Sol Construction, LLC has requested price increases for FY25 which averages an increase of 18.9%. This information is provided as an attachment. The other two (2) vendors have no increases for FY25.

History:

This bid was originally approved on 09-10-2020 Agenda Item #16/2020. All of the vendors are in good standing with the County.

Options:

Funding Requested

Are funds within current budget?

\$ 225,978.00

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,
Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
AP	WD	AP	EW
Finance	Attorney	Administration	Clerk
	WLI		

Attachments:

Financial Supplement Contracts SOL Construction FY25 Requested Price Increases



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 236/2024

Funds Requested: \$ 225,978.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	522200-REPAIRS AND MAINTENANCE	\$225,978.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD **Phone:** 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

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

documents for:

Bid/Contract No: 41-002-4

Bid/Contract Name: Demand Services for On-Call Concrete Contractors

Department(s) Requesting Contract: Public Works

Award Recipient Name: Chattahoochee Group, Inc. Multiplex, LLC., and

SOL Construction, LLC.

Contract Description:

Prior Year's Spend: \$180,782

☐ Price Increase Requested Increase Percentage: 18.9%

☐ Product Contract Estimated Amount: \$0

Comments: Year five (5) of a possible five (5) year contract. FY25 Contract Renewal for Chattahoochee Group, Inc., Multiplex, LLC., and SOL Construction, LLC. All three (3) of these contractors are in good standing with the County. Only SOL Construction, LLC requested price increases for FY25 which averages an increase of 18.9%. Current pricing is attached for each vendor and a spreadsheet for the increases is also included.

Contract Renewal #4

Demand Services for On-Call Concrete Contractors

March 14, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-002, Demand Services On-Call Concrete Contractors, dated July 1, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Chattahoochee Group, Inc.	HALL COUNTY, GEORGIA
By: MOSCHY Mema	Ву
Print Name: Magon Thomas	Richard Higgins, Chairman
Title: CCO	Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
	County Clerk
Day of March, 2024	
	Approved as to Form
MOTOR STATE CONTRACTOR OF THE	with a
A sesion E	(
Motary commission expires: 6 2 26	O .

Contract Renewal #4

Demand Services for On-Call Concrete Contractors

Multipley IIC

State of Georgia

County of Hall

March 14, 2024

March 14, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-002, Demand Services On-Call Concrete Contractors, dated July 1, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

HALL COUNTY CEOPEIA

Wattiplex, EEC.	HALL COUNTY, GLONGIA
By:	By Richard Higgins, Chairman Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
14th Day of March , A024	County Clerk
X A	Approved as to Form
Notary Public:	will be
Notary commission expires: July 5, 20	26

DANIEL LUTRELL
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 5, 2026

Contract Renewal #4

Demand Services for On-Call Concrete Contractors

March 14, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-002, Demand Services On-Call Concrete Contractors, dated July 1, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Sol Construction, LLC	HALL COUNTY, GEORGIA
By:	By Richard Higgins, Chairman Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
9 Day of April , 2024	County Clerk
	Approved as to Form
Notary Public: V) ugele	you in
Notary commission expires: 6-13-27	

M RUGELES CASTRO
NOTARY PUBLIC
DEKALB COUNTY
STATE OF GEORGIA
My Comm. Expires

RFQ/P #41-002-4				SOL Construction			
Demand Services for On-Call Concrete Contractors				FY24 Pricing		Requested FY25 Price Revisions	
ITEM	ITEM DESCRIPTION	QTY	UOM	PRICE	PRICE	% of Change	
1	4'-0" Wide X 4" Thick Sidewalk	0-1,000	LF	\$28.00	\$31.00	10.7%	
2	4'-0" Wide X 4" Thick Sidewalk	1,000-5,000	LF	\$25.00	\$28.00	12.0%	
3	Concrete Form, Placement and Finishing Crew For Slab and Foundation Work	PER	HR	\$145.00	\$280.00	93.1%	
4	Concrete Form, Placement and Finishing Crew For Wall Work	PER	HR	\$200.00	\$280.00	40.0%	
5	Concrete Form, Placement and Finishing Crew For Ditch Work	PER	HR	\$255.00	\$280.00	9.8%	
6	Concrete Pumper Truck	PER	HR	\$250.00	\$480.00	92.0%	
7	9 CY 3,000 PSI Concrete Load	PER	CY	\$200.00	\$220.00	10.0%	
8	Skid Steer Loader w/Operator	PER	HR	\$125.00	\$86.00	-31.2%	
9	1 CY Rubber Track Backhoe w/Operator	PER	HR	\$140.00	\$72.00	-48.6%	
10	5 CY Dump Truck w/Operator	PER	HR	\$150.00	\$92.00	-38.7%	
11	Cones, Barriers, & Signage	PER	DAY	\$250.00	\$280.00	12.0%	
12	Flagman	PER	DAY	\$240.00	\$420.00	75.0%	
13	24" Curb and Gutter, "L" Back	0 - 1,000	LF	\$18.00	\$24.00	33.3%	
14	24" Curb and Gutter, "L" Back	1,000 - 5,000	LF	\$17.00	\$22.00	29.4%	
15	24" Curb and Gutter, Rolled Back	0 – 1,000	LF	\$20.00	\$25.00	25.0%	
16	24" Curb and Gutter, Rolled Back	1,000 - 5,000	LF	\$18.00	\$21.00	16.7%	
17	Catch Basin Top, 1033D, Single Wing	PER	EA	\$1,800.00	\$1,750.00	-2.8%	
18	Catch Basin Top, 1034D, Double Wing	PER	EA	\$1,850.00	\$1,900.00	2.7%	
				AVERAGE %	of CHANGE	18.9%	

RFQ/P #41-002-4			SOL Construction Requested FY25			
Demai	emand Services for On-Call Concrete Contractors				Price Revisions	
ITEM	ITEM DESCRIPTION	QTY	UOM	PRICE	PRICE	% of Chang
1	4'-0" Wide X 4" Thick Sidewalk	0-1,000	LF	\$28.00	\$31.00	10.7%
2	4'-0" Wide X 4" Thick Sidewalk	1,000-5,000	LF	\$25.00	\$28.00	12.0%
3	Concrete Form, Placement and Finishing Crew For Slab and Foundation Work	PER	HR	\$145.00	\$280.00	93.1%
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6	Concrete Pumper Truck	PER	HR	\$250.00	\$480.00	92.0%
7	9 CY 3,000 PSI Concrete Load	PER	CY	\$200.00	\$220.00	10.0%
8	Skid Steer Loader w/Operator	PER	HR	\$125.00	\$86.00	-31.2%
9	1 CY Rubber Track Backhoe w/Operator	PER	HR	\$140.00	\$72.00	-48.6%
10	5 CY Dump Truck w/Operator	PER	HR	\$150.00	\$92.00	-38.7%
11	Cones, Barriers, & Signage	PER	DAY	\$250.00	\$280.00	12.0%
12	Flagman	PER	DAY	\$240.00	\$420.00	75.0%
13	24" Curb and Gutter, "L" Back	0 - 1,000	LF	\$18.00	\$24.00	33.3%
14	24" Curb and Gutter, "L" Back	1,000 - 5,000	LF	\$17.00	\$22.00	29.4%
15	24" Curb and Gutter, Rolled Back	0 – 1,000	LF	\$20.00	\$25.00	25.0%
16	24" Curb and Gutter, Rolled Back	1,000 - 5,000	LF	\$18.00	\$21.00	16.7%
17	Catch Basin Top, 1033D, Single Wing	PER	EA	\$1,800.00	\$1,750.00	-2.8%
18	Catch Basin Top, 1034D, Double Wing	PER	EA	\$1,850.00	\$1,900.00	2.7%
				AVERAGE %	of CHANGE	18.9%



AGENDA ITEM

Consent Agenda

REPORT TO:	Work Session (06/10/24)				
REPORT TO:	Voting Meeting (06/13/24)				
ITEM NO:	309/2024				
SUBJECT:	Approve the award of IFB #021-45 Firefighting Boots, Gloves and Hoods for Fire Rescue to Profire and Tactical, LLC of Woodstock, GA, FireLine, Inc. of Winder, GA and Ten-8 Fire and Safety, LLC of Forsyth, GA. The estimated annual cost is \$51,895.00.				
Meetings:					
Work Session Date: 06	5/10/24	Voting Meeting Date:	06/13/24		
Executive Summary:					
Presenter: Recommendation: Approve.		JS			
Purpose of Request: Approve the award of IFB #021-45 F Hoods for Fire Rescue to Profire and T		History:			
GA, FireLine, Inc. of Winder, GA and Forsyth, GA. The estimated annual cos	Ten-8 Fire and Safety, LLC of	This is a new contract for FY25.			
Facts and Issues:		Options:			

Year one (1) of a possible five (5) year contract. Fire Rescue is requesting an award to three (3) different vendors. This is most advantageous to Fire Rescue's budget, and we are able to purchase our exact need for the firefighters.

ProFire and Tactical, LLC will receive the award for Black Diamond Boots and Vanguard Fire Gloves.

FireLine will receive the award for Cairns 1010 and Cairns 1036 Helmets, the Helmet Front, and Helmet Repair Parts.

Ten-8 Fire & Safety will receive the award for Innotex Hoods, Globe Fire Boots, and HexArmor Fire Gloves.

Funding Requested \$ 51,895.00

Are funds within current budget? Yes

Source of Funds Fire Services

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	submit	approve	Purchasing		
JD	JS	JS	AP		
Budget	Finance	Attorney	Administration		
EW	TS	WLI	CR		
Clerk					
JR					

Attachments:

Financial Supplement Contracts Bid Tabulation



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 309/2024

Funds Requested: \$ 51,895.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Fire Services No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531700-UNIFORMS	\$51,895.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS Phone: 404-597-0084



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

05/15/2024 Date:

Richard Higgins, Chairman, BOC To:

From: Julie Dorough, Buyer

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

Bid/Contract No:

021-45

Bid/Contract Name: Firefighting Boots, Gloves and Hoods Annual

Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name:

ProFire and Tactical, LLC, FireLine Inc.,

and Ten-8 Fire & Safety

Contract Description:

Annual Contract X New Renewal

Prior Year's Spend: \$51,895

☐ Price Increase Requested Increase Percentage: 0%

☐ Project/Service Contract Estimated Amount: \$0

 □ Product Contract Estimated Amount: \$51,895

Comments: Year one (1) of a possible five (5) year contract.

This is a new contract for FY25. Fire Rescue is requesting that we award this contract to three (3) different vendors. This is most advantageous to Fire Rescues' budget, and they are able to purchase their exact need for the firefiahters.

ProFire adn Tactical will receive award for the Black Diamond Boots, and Vanguard Fire Gloves.

FireLine will receive the award for Cairns 1010 and Cairns 1036 helmets, the Helmet front, and Helmet Repair Parts.

Ten-8 Fire & Safety will receive the award for Innotex Hoods, Globe Fire Boots, and HexArmor Fire Gloves.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL

CONTRACT # 021-45

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

For the provision of

Firefighting Boots, Gloves, and Hoods Annual Contract

ARTICLE #101 - INTRODUCTION

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A

C. <u>Price Escalation Clause</u>. - Contractor may request up to a <u>three-percent (3%)</u> price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Bradley Martin
Division Chief – Support Services
Fire Rescue Warehouse
3144 GIllsville Hwy.
Gainesville, GA 30507

Email: bmartin@hallcounty.org

Ph: (678)343-0636

CONTRACTOR'S CONTACT INFO

Name Cory Pike

Title Inside Equipment Sales Manager

Address 1 2950 59th Dr E.

Address 2

City, State, Zip Bradenton, FL 34203

Ph: (877) 989-7660

Email: cpike@ten8fire.com

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

REMIT-TO ADDRESS (if different).

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernization projects, until substantial and final completion of Services according to agreed time-schedule of ______ and after all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. **Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. (not applicable for this contract)

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

<u>ARTICLE #113 - SEVERABILITY:</u>

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF WORK* prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person
c. \$500,000 per Occurrence
d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

<u>Umbrella Liability Insurance</u>: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written

consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not/applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 — ORDER OF PRECEDENCE:

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

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

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 - HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service

- shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- . 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.

- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

Ten-8 Fire and Safety, LLC	HALL COUNTY, GEORGIA
By: Cory Pike Title: Inside Equipment Sales Manager	ByRichard Higgins, Chairman Board of Commissioners
Lory PILE Sworn to and subscribed before me this	Date: Attestment: Board of Commissioners Clerk
3 Day of May , 2024	Board of Commissioners Clerk
Notary Public: Solution Public: Notary commission expires: [Locus Sigilli – Seal or Stamp]	
SHANE D. REICHENBACH Notary Public State of Florida Comm# HH475807 Expires 1/20/2028	APPROVED AS TO FORM



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL CONTRACT # 021-45

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

For the provision of

<u>Firefighting Boots, Gloves, and Hoods</u> <u>Annual Contract</u>

ARTICLE #101 - INTRODUCTION

This Contract for Firefighting Boots, Gloves, and Hoods (hereinafter "Services") as entered into on 05-07-2024 , and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Profire and Tactical LLC, located at 6478 Putnam Ford Drive Woodstock Ga 30189 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A

C. <u>Price Escalation Clause</u>. - Contractor may request up to a <u>three-percent (3%)</u> price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Bradley Martin

Division Chief - Support Services

Fire Rescue Warehouse 3144 Gillsville Hwy. Gainesville, GA 30507

Email: bmartin@hallcounty.org

Ph: (678)343-0636

COUNTY ISSUING OFFICER

Julie Dorough

Buyer

Hall County Purchasing Division

2875 Browns Bridge Rd Gainesville, GA 30504 jdorough@hallcounty.org

Ph: (770) 535-8270

CONTRACTOR'S CONTACT INFO

Name Jeff Adamek

Title Chief Operating Officer
Address 6478 Putnam Ford Drive
Address 2 Suite 218

City, State, Zip Woodstock, Ga 30189

Ph: 770-540-0802

Email: jeffadamek@profireandtactical.com

REMIT-TO ADDRESS (if different).

<u>ARTICLE #104 – NON-EXCLUSIVE RIGHTS:</u>

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernization projects, until substantial and final completion of Services according to agreed time-schedule of ______ and after all sub-contractor(s) and material suppliers' liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its
 agents, employees or sub-Contractors have caused, or reasonably could cause,
 life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. (not applicable for this contract)

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury
e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person
 c. \$500,000 per Occurrence
 d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written

consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

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

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service

- shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.

- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

PRINT COMPANY'S FULL LEGAL NAME

ProFire and Tactical LLC	HALL COUNTY, GEORGIA
By:	Ву
Print Name: Jeff Adamek	Richard Higgins, Chairman
	Board of Commissioners
Title:Chief Operating Officer	
	Date:
Sworn to and subscribed before me this	Attestment:
7th Day of May, 2024	Board of Commissioners Clerk
Notary Public: Jugalla Stran Notary commission expires: 5/30/2021	4
[Locus Sigilli – Seal or Stamp]	



PHYLLIS GRAY NOTARY PUBLIC

Cherokee County State of Georgia My Comm. Expires May 30th, 2027 APPROVED AS TO FORM

Justin R. Lawhon, Senior Assistant County Attorney



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT # 021-45**

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

For the provision of

<u>Firefighting Boots, Gloves, and Hoods</u> <u>Annual Contract</u>

ARTICLE #101 - INTRODUCTION

This Contract for Firefighting Boots, Gloves, and Hoods (hereinafter "Services") as entered into on ________, and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and FireLine, Inc, located at 725 Patrick Industrial Lane, Winder, GA 30680 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A

C. <u>Price Escalation Clause</u>. - Contractor may request up to a <u>three-percent (3%)</u> price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Bradley Martin
Division Chief – Support Services
Fire Rescue Warehouse
3144 Gillsville Hwy.
Gainesville, GA 30507

Email: bmartin@hallcounty.org

Ph: (678)343-0636

CONTRACTOR'S CONTACT INFO

Starr Sheppard
Sales
725 Patrick Industrial Lane
Winder, GA 30680
Ph: 770-868-4448

Email: ssheppard@firelineinc.com

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

REMIT-TO ADDRESS (if different).

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

For construction, renovations and modernia	zation projects, until substantial and
final completion of Services according to ag	reed time-schedule of
	and after all sub-contractor(s) and
material suppliers' liens are satisfied.	

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. **Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - 2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
- 2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate
 steps to limit disbursements and minimize costs and furnish a report
 within thirty (30) days of the date of notice of termination, describing the
 status of all work under the Contract, including, without limitation,
 results accomplished, conclusions resulting therefrom, and any other
 matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. (not applicable for this contract)

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

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

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person
 c. \$500,000 per Occurrence
 d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written

consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 -- RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 - ORDER OF PRECEDENCE:

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

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

ARTICLE # 129-CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131-- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 — HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service

- shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.

- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

PRINT COMPANY'S FULL LEGAL NAME	
Fireline, Inc	HALL COUNTY, GEORGIA
By: Mypard Print Name: Starr Sheppard Title: Sales	By
	Date:
Sworn to and subscribed before me this Day of May, 2024	Attestment:Board of Commissioners Clerk
Notary Public: Child Chi	APPROVED AS TO FORM. Justin R. Lawhon, Senior Assistant County Attorney

	INVITATION FOR BID # 021-45 FIREFIGHTING EQUIPMENT ANNUAL CONTRAC	Pro Fire and Tactical , LLC	FireLine Inc.	Ten-8 Fire and Safety, LLC	NAFECO	Municipal Emergency Services (MEC)
		Woodstock, GA	Winder, GA	Bradenton, FL	Decatur, AL	Sandy Hook, CT
Item Number	Description	PRICE	PRICE	PRICE	PRICE	PRICE
1	Hoods - Innotex Gray 25 Particulate Blocking	\$108.50	NO BID	\$107.78	\$118.78	NO BID
2	Boots - GLOBE FootGEar Structural Shadow XF	NO BID	NO BID	\$530.12	NO BID	NO BID
3	Boots - Black Diamond X2 Leather Structure Fire Boots	\$317.24	\$349.00	NO BID	\$358.88	\$310.00
4	Cairns 1010 Helmet: 6" silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	NO BID	\$368.00	\$380.00	NO BID	NO BID
5	Cairns 1036 Helmet - 6" silk eagle, Clear defender shield, standard head liner, and yellow nomex ear flaps. Colors: white / red / black / yellow / orange	NO BID	\$379.00	\$380.00	NO BID	NO BID
6	Helmet front: helmet front to Contain 6" leather front with sewn-on numbers to fit Cairns 1010 and 1836. Please state warrant on materials and labor. A copy of warranty MUST accompany bid.	NO BID	\$58.00	\$58.91	NO BID	NO BID
	Helmet Repair Parts: Repair parts for Items 4 & 5 Cairns Model 1010 and 1836 helmet. Please state warranty on material and labor. A copy of warranty MUST accompany bid.		6" silk eagle : \$49 Defender Shield: \$82 Headliner kit w/ yellow ear lapse, velcro tab \$82 Yellow earlaps \$46	35 %OFF LIST Request for clarification is included as separate pricing for each part.	W0 DVD	NO DID
7	Clause Vancuard Cofety Wass MV4 Litter	NO BID			NO BID \$97.98	NO BID
8	Gloves: Vanguard Safety Wear MK1 Ultra Structural Fire Glove. No exception.	\$113.50	\$129.00	\$121.99	#7877	NO BID
9	Gloves: HexArmor FireArmor SR-X-8180 structural firefighting glove	NO BID	NO BID	\$73.30	\$92.68 #8180	\$85.00

BUDGETED AMOUNT: ANNUAL CONTRACT BIDS MAILED: 31 (1-H) BIDS RECEIVED: 5 (1-No Bid) 1 (H)

DEPARTMENT: Fire Rescue



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 281/2024

SUBJECT: Approve the award of IFB #005-45 Firefighting Equipment for Fire Rescue to

North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The

estimated annual cost is \$130,000.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: JS

Recommendation:

Approve.

Purpose of Request: History:

Approve the award of IFB #005-45 Firefighting Equipment for Fire Rescue to North America Fire Equipment Co., Inc. (NAFECO) of Decatur, AL. The estimated annual cost is \$130,000.00.

This is a new contract for FY25. North America Fire Equipment Co., Inc. has been the previous recipient of the turnout gear coats and pants for Fire Rescue for many years. NAFECO is a vendor in good standing with the County.

In FY24, Fire Rescue had a special project to supply every firefighter with a second set of protective gear. From this point on, they will only be buying replacements which denotes the significant drop in estimated annual cost for FY25.

Yes

Facts and Issues:

Fire Rescue has requested that only the turn out gear coats and pants be awarded to NAFECO. This is year one (1) of a possible five (5) year contract.

Options:

Funding Requested \$ 130,000.00
Are funds within current budget? Yes

The family within current budget:

Source of Funds Fire Services

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney? Is there a deadline for this item?

Yes

Approvals:

Buyer	submit	submit approve	
JD	JD JS JS		AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement Contract - NAFECO Exhibit G - Coat and Pant Protective Clothing Specifications Bid Tabulation - Firefighting Equipment



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 281/2024

Funds Requested: \$ 130,000.00 Request Budgeted: Yes

Proposed Source of Funding: Budget Transfer Requested:

Fire Services No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	270-FIRE SERVICES FUND	3520-FIRE RESCUE	531600-SMALL FURNITURE & EQUIPMENT	\$130,000.00

Budget Transfer Items:

Additional Information/Comments:

404-597-0084; 678-343-Contact for Questions: CJSoBM Phone:

0636



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR
Taylor Samples, CPA

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

04/25/2024

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

documents for:

Date:

Bid/Contract No: 005-45

Bid/Contract Name: Firefighting Equipment Annual Contract

Department(s) Requesting Contract: Fire Rescue

Award Recipient Name: North America Fire Equipment, Co., Inc.

Contract Description:

Prior Year's Spend: \$853,348

☐ Price Increase Requested ☐ Increase Percentage: 0%

☐ Project/Service Contract Estimated Amount: \$0

Comments: Year one (1) of a possible five (5) year contract. This is a new contract for FY25. North American Fire Equipment Co. Inc. (NAFECO) has been the previous recipient of the turnout gear coats and pants contract for Fire Rescue for many years. NAFECO is a vendor in good standing with the County. Since NAFECO is the only vendor that responded, aside from one (1) No Bid, Fire Rescue requested that the remaining items on this solicitation be rebid as NAFECO is unable to provide all the other items necessary to equip our firefighters. Attached is the Bid Tabulation, and Exhibit G – Coat and Pant Protective Clothing Specifications. For FY24, Fire Rescue had a special project to purchase each firefighter a second set of gear. The projected spend for FY25 is \$130,000.00 for turnout gear pants and coats.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL **CONTRACT # 005-45**

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

For the provision of

Firefighting Equipment Annual Contract

ARTICLE #101 - INTRODUCTION

This Contract for Firefighting Equipment (hereinafter "Services") as entered into on April 9, 2024 ______, and with an Effective Date of July 1, 2024, is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and NAFECO _____, located at 2601 Beltline Rd SW, Decatur, AL 35601 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Exhibits, Attachments, and references are all incorporated herein by reference,

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

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed as the **Scope of Work**.
- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein

by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A

C. <u>Price Escalation Clause</u>. - Contractor may request up to a <u>three-percent (3%)</u> price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Bradley Martin
Division Chief – Support Services
Fire Rescue Warehouse
3144 GIllsville Hwy.
Gainesville, GA 30507

Email: bmartin@hallcounty.org

Ph: (678)343-0636

CONTRACTOR'S CONTACT INFO

Name Ronald Woodall Title Vice President Address 1 PO Box 2928 Address 2

City, State, Zip Decatur, AL 35602

Ph: 800-628-6233

Email: ronald.woodall@nafeco.com

COUNTY ISSUING OFFICER

Julie Dorough
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

REMIT-TO ADDRESS (if different).

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed.

for construction, renovations and moderniza	tion projects, until substantial and
final completion of Services according to agre	ed time-schedule of
N/A	_ and after all sub-contractor(s) and
material suppliers' liens are satisfied.	

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 - TERMINATION:

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

- A. **Termination for Convenience**. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
 - 2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

- 3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
- 4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
- 5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- 6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

- In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

- Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. (not applicable for this contract)

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

-

ARTICLE # 114 - RECORDS:

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

ARTICLE # 115 - ADDITIONAL TERMS:

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

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF WORK prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

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

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

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury
e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

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

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person
 c. \$500,000 per Occurrence
 d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

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

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

- a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation
- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
 - B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will use County owned vehicles or equipment in the performance of this Contract without express written

consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

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

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

product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

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

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

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

in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (not applicable)

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

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

ARTICLE #124 - RETAINAGE (not applicable)

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

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

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

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

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service

- shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.

- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

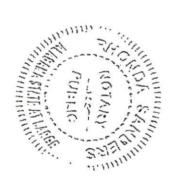
[Signature Page Follows]

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

PRINT COMPANY'S FULL LEGAL NAME

North America Fire Equipment Co. In HALL COUNTY, GEORGIA

By: Olone Woodsl	Ву
Print Name: Ronald Woodall	Richard Higgins, Chairman
Title: Vice President	Board of Commissioners
*	
	Date:
Sworn to and subscribed before me this	Attestment:
9th Day of April	Board of Commissioners Clerk
Notary Publica Monda Junders	
Notary commission expires: 06 30 26	·



[Locus Sigilli - Seal or Stamp]



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

EXHIBIT G COAT and PANT PROTECTIVE CLOTHING SPECIFICATIONS

IFB #005-45 FIREFIGHTING EQUIPMENT ANNUAL CONTRACT

MUST FILL OUT ONE FORM FOR ITEM #4, JANESVILLE V-FORCE SWING COAT, and ITEM #5, JANESVILLE V-FORCE PANT with BELT found on EXHIBIT C – MANDATORY COST PORPOSAL WORKSHEET.

COAT and PANT PROTECTIVE CLOTHING SPECIFICATIONS NFPA 1971, 2018 EDITION

SCOPE		
The purpose of the clothing is to provide prote when certain physical hazards are likely to be medical operations, and victim extrication.	ection during structure encountered, such as	al fire-fighting operations where there is a threat of fire or during non-fire-related rescue operations, emergency
-	COMPLIANT	□ EXCEPTION
STANDARDS		
PROTECTIVE ENSEMBLES FOR STRUCT	TURAL FIRE FIGHT	the current edition of NFPA 1971 STANDARD ON TING AND PROXIMITY FIRE FIGHTING, FED-OSHA equirements of CAL-OSHA title 8, Article 10.1, Para. 3406.
_ 	COMPLIANT	□ EXCEPTION
All components and composites used in the cocompliance to NFPA 1971. The label of the the	onstruction of garmen hird-party certificatio	ts shall be third party tested, certified, and listed for norganization shall denote certification.
X C	COMPLIANT	☐ EXCEPTION
The manufacturer shall be registered to the I	SO Standard 9001 to	assure a satisfactory level of quality.
凶(COMPLIANT	□ EXCEPTION
COMPOSITE PERFORMANCE		
The garment composite, consisting of the outer Performance (TPP) of not less than 47 when to		ier and thermal liner, shall provide a Thermal Protective with NFPA 1971 standard.
	COMPLIANT	□ EXCEPTION
The garment composite, consisting of the oute (THL) of not less than 267 when tested in according to the control of the contro		ier and thermal liner, shall provide a Total Heat Loss 1971 standard.
図(COMPLIANT	□ EXCEPTION
The Heat Transfer Index rating shall be a mi square inch) and a minimum of 25 seconds f		s for the shoulder when measured at 2 psi (pounds per easured at 8 psi.
図(COMPLIANT	☐ EXCEPTION

OUTER SHELL MATERIAL		
The outer shell shall be constructed of + KEVLAR® filament in a twill weave w natural (gold).	+/- 6.0 oz./sq. yd. 70% "F with extremely durable Fl	PBI Dominant" PBI®/KEVLAR® spun yarns/30% 600 denier PE water resistant Teflon® FPE alloy finish. Color shall be
(80-1)	☑ COMPLIANT	□ EXCEPTION
MOISTURE BARRIER MATERIAL	ւ	
The moisture barrier shall be comprised weighing 5 oz/sq. yd.	l of NOMEX® substrate	laminated to a lightweight breathable, Teflon membrane;
	☑ COMPLIANT	□ EXCEPTION
THERMAL BARRIER MATERIAL	<u> </u>	
oz/sq/yd. The Nomex filament yarns slin the warp direction of the weave in or Nomex and 10% Lenzing FR with supergarment. The Glide Ice™ face cloth sh (85% NOMEX®/15% KEVLAR®) we moisture stored in the garment microcli NOMEX® Chambray face cloth with a	hall represent no less that der to optimize their slip erior wicking characterist hall be quilted to one layer eighing approximately 1. imate as well as promote a Teflon finish shall be po Teflon finish to promote	ity, stress reducing, filament/spun face cloth weighing 3.6 in 60% of the face cloth's composition and shall be positioned operly characteristics on the face. Spun yarns comprised of 30% tics shall be used to promote moisture management within the er of apertured (11-13 apertures/sq. inch) spunlace aramid .5 oz./sq. yd with a Teflon® finish to promote minimal rapid drying. An additional layer of 3.0+ oz./sq. yd. ositioned toward the outer shell. This layer provides additional eminimal moisture storage in the garment as well as promote
•	☑ COMPLIANT	□ EXCEPTION
STRESS POINTS		
All outer shell stress points, including to be reinforced using a 42-stitch bartack.	op and bottom pocket con	rners, pocket flap corners, top and bottom of storm flap/fly shal
	☐ COMPLIANT	□ EXCEPTION
REFLECTIVE TRIM		
All trim shall be sewn with four rows lo Trim shall be 3" Ventilated Scotchlite ^{TI}	ockstitch 301, minimum M Triple Trim (lime/yello	six stitches/inch for most secure trim attachment. ow).
shell; one 3" strip shall be set around ea	ach sleeve approximately be set full circumference	shall be set full circumference at the bottom sweep of the outer 2" above the cuff; one 3" strip shall be set around each sleeve at the chest; two 3" V shaped vertical strips shall be set at an

PANT - Pant trim shall be applied as follows: One strip set full circumference around the bottom of the cuff 2"-3" from the

□ EXCEPTION

☒ COMPLIANT

bottom cuff.

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular, and long. Male and female sizing is available.

☑ COMPLIANT

□ EXCEPTION

NOTE: All measurements are approximate and have an industry standard +/- tolerance. Positioning of parts on smaller size garments also may vary due to limited space available on smaller chest and waist sizes.

LABELING

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

DO NOT REMOVE THIS LABEL.

THIS STRUCTURAL FIREFIGHTING PROTECTIVE GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, 2018 EDITION.

MADE IN THE U.S.A.

Ճ COMPLIANT

□ EXCEPTION

TRACKING LABEL SYSTEM

There shall be a bar code label permanently affixed to each garment for tracking purposes. The bar code shall contain a unique serial number and shall be able to withstand customary wash and wear cycles. There shall also be a label with the minimum of the following information:

- A. Unique serial number
- B. Item description (brand, model, material color)
- C. Lot information (date of mfg., size, etc.)
- D. Material description
- E. The standard to which the garment is compliant

◯ COMPLIANT

□ EXCEPTION

PACKAGING

Each Coat and Pant shall be packaged in a dark plastic bag in order to provide protection during shipping and prior to first use.

◯ COMPLIANT

☐ EXCEPTION

USER INFORMATION GUIDE

Each garment shall include a hang tag with a website address that links to an online, electronic User Information Guide with information required by NFPA 1971. This guide shall include:

A. PRE-USE INFORMATION

- · Safety considerations
- · Limitations of use
- Garment marking recommendations and restrictions
- A statement that most performance properties of the garment cannot be tested by the user in the field
- Warranty information

B. PREPARATION FOR USE

- Sizing/adjustment
- Recommended storage practices

C. INSPECTION

• Inspection frequency and details

D. DON/DOFF

- Donning and doffing procedures
- Sizing and adjustment procedures
- Interface issues

E. USE

 Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132

F. MAINTENANCE AND CLEANING

- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried
- Inspection details
- Maintenance criteria and methods of repair where applicable
- Decontamination procedures for both chemical and biological contamination

G. RETIREMENT AND DISPOSAL

• Retirement and disposal criteria and considerations

H. DRAG RESCUE DEVICE (DRD)

• Use, inspection, maintenance, cleaning, and retirement of the DRD

	Ճ COMPLIANT	☐ EXCEPTION	
WARRANTY			
Each garment shall have a limited li	ifetime warranty against de	efects in material and workmanship.	
	☐ COMPLIANT	□ EXCEPTION	
COUNTRY OF ORIGIN			
The garments shall be manufactured	d in the United States.		
	☒ COMPLIANT	□ EXCEPTION	

COAT CONSTRUCTION

The coat is designed of a 3-panel construction in all layers of the innovative V-fit design. For optimum comfort and mobility an inverted pleat on each side where back front and back body panel pieces meet shall be incorporated. Each pleat shall begin at the back of each shoulder and shall extend vertically down the side of the coat. A combination moisture barrier/thermal liner shall include a corresponding 1" inward dynamic fold approximately 1.5" from each sleeve seam at the shoulder. This fold shall provide for coat expansion when extending arms forward and shall interface with the inverted pleats of the outer shell to maximize mobility and function of the outer shell and thermal liner. When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure – 29", 30.5" 32", 33.5" or 35" long;

29" or 32" female. Sleeves shall be of raglan design in the front and set in design in back.

☒ COMPLIANT

□ EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION

Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The moisture barrier/thermal liner shall be secured to the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings.

The liner shall have one internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

The moisture barrier shall be completely sewn to a durable water repellent finish treated META-ARAMID facecloth at its perimeter. The moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

M COMPLIANT

□ EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a thermoplastic zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

Ճ COMPLIANT

□ EXCEPTION

COAT LINER INSPECTION SYSTEM

There shall be a 12" opening located on the coat liner system at the center right front of the liner. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece 1" x 6" Loop sewn to the back side of the liner system with a piece of 1.5" x 5" Hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

☒ COMPLIANT

□ EXCEPTION

COLLAR

The 3" split collar shall consist of two-piece construction shaped for comfort. The collar shall be configured such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with a layer of moisture barrier. The shell collar shall provide proper interface with the liner to insure no moisture penetration through the collar seam to the inside of coat. The shell collar shall have multiple pieces 34" hook along top edge for liner attachment. The liner collar shall be a layer of self-material and a layer of moisture barrier. The design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the liner collar shall be attached to the facings at the front closure of the outer shell. The neck of the liner collar shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings. A 4" wide piece of moisture barrier and 1.5" self-material extension shall be sewn the full length of the neck with two pieces of 1" loop for attachment to shell collar. The self-material extension shall overlap the shell collar to prevent exposure of the hook and loop. Collar closure shall be provided by hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. The collar shall be attached to the liner facing using 3/4" hook. Collar shall be of such design so as not to interfere with SCBA face masks, or helmet.

☒ COMPLIANT

☐ EXCEPTION

DRAG RESCUE DEVICE (DRD)

The Fire Fighter Recovery HarnessTM shall be constructed of a one and one-half inch wide PARA-ARAMID strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" loop on the strap and a piece of 1" x 3.5" loop attached to the outer shell. This strap is then secured under a 2.5" x 4.25" flap that is sewn in at the neck /collar area. One piece of 1" x 3.5" hook shall be set horizontally on shell to align with one piece of 1" x 3.5" loop set horizontally to the underside of the flap. The harness is also held in proper alignment by means of a piece of 2" x 2" loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5" x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set inside the coat in the shoulder cap area to keep straps in proper position for use. Fire Fighter Recovery HarnessTM provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

☒ COMPLIANT

□ EXCEPTION

HANGER LOOP

An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs., and allowed to hang for one minute.

☒ COMPLIANT

□ EXCEPTION

THERMAL REINFORCED YOKE

A layer of Semper DriTM (3.0 oz./sq. yd. durable water repellent (DWR) finish Chambray (META-ARAMID spun) face cloth quilted to two layers of META-ARAMID/PARA-ARAMID spunlace (total weight +/- 6.0-6.8 oz./sq. yd.) and a layer of quilted META-ARAMID/PARA-ARAMID spunlace with no facecloth shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

☑ COMPLIANT

□ EXCEPTION

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A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outershell material for abrasion resistance and thermal protection. For additional thermal protection and cushioning, one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be oriented between the outer shell and the shoulder cap reinforcement.

M COMPLIANT

□ EXCEPTION

V-FITTM ELBOW

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of self-fabric for abrasion resistance and thermal protection. In addition to reinforcement, elbows shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. The reinforcement material shall be oriented between the outer shell and elbow insert reinforcement.

◯ COMPLIANT

□ EXCEPTION

SLEEVE WELL

A combination Semper DriTM (3.0 oz./sq. yd.), a durable water repellent finish treated Chambray (META-ARAMID spun) face cloth quilted to two layers of META-ARAMID/PARA-ARAMID spunlace (total weight +/- 6.0-6.8 oz./sq. yd. and one layer of breathable moisture barrier leader shall be sewn no more than 1" back from the combination liner sleeve end to form a sleeve well. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. One male snap and one .75" wide strip of loop shall be sewn full circumference to the end of the thermal liner/moisture barrier leader to help secure the combination liner to the outer shell. This sleeve well shall reduce water and hazardous materials from entering the sleeve when arms are in a raised position. The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the snaps then attaching the loop fastener of the combination liner sleeve end with the hook fastener on the outer shell sleeve. This method of combination liner attachment shall reduce any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

☒ COMPLIANT

□ EXCEPTION

WRISTLETS

An internal wristlet shall consist of a 2-ply knit of 48% META-ARAMID/48% PARA-ARAMID and 4% Spandex for superior recovery. Wristlet to be combination of producer-dyed natural and khaki colors with a durable water repellent finish. The wristlet shall not extend less than 8" completely over the palm with a thumbhole. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

Ճ COMPLIANT

☐ EXCEPTION

CUFFS

The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

☒ COMPLIANT

□ EXCEPTION

THERMAL FRONT PANEL CONSTRUCTION

There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

Ճ COMPLIANT

□ EXCEPTION

COAT FRONT CLOSURE DESIGN

The complete outer shell coat front closure design shall consist of a FRONT CLOSURE SYSTEM completely protected by an OUTSIDE STORM FLAP which shall have its own, independent STORM FLAP CLOSURE SYSTEM.

☒ COMPLIANT

□ EXCEPTION

STORM FLAP

A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

☒ COMPLIANT

 \square EXCEPTION

FRONT/STORM FLAP CLOSURES

The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to left bottom for fast closure and exit. There shall be four standard snap hooks, each securely riveted with three leather reinforced rivets to the left front coat, to engage dee rings on the storm flap. Dee rings shall each be securely riveted with two leather reinforced rivets, along the leading outside edge of the storm flap. The snap hooks and dee rings shall be spaced with the first hook at the top of the coat and the other three snap hooks and dee rings evenly spaced along the front of the coat.

⊠ COMPLIANT

□ EXCEPTION

HANDWARMER POCKETS

There shall be a 9" x 8" Semi-bellow and handwarmer combination pocket that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket. There shall be a 6" opening on the rear side of the bellow of the pocket. Semi Bellow Pocket shall be fully lined inside with KEVLAR® twill and have a KEVLAR® twill backer. Handwarmer Pocket shall be lined inside with fleece material. Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Each pocket flap shall measure 10" wide by 3" high in front and 5" high in rear. Each flap shall incorporate a 1" by 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced with two layers of Lite-N-DriTM for stability. A hook and loop closure system shall be set with two pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap. Shall be set on the front bottom hem(1) each side.

☒ COMPLIANT

□ EXCEPTION

RADIO POCKET

There shall be a 3.5" wide x 9" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 3" in front and back. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture. Pocket

shall close to the pocket top using 1 piece	e of 2"x 2" loop on pocl	inside pocket and flap with polycotton lining. Pocket flap ket horizontally and 1 piece of 2"x 3" hook on flap vertically. he flap to accommodate an antenna. Shall be set on the right
	☑ COMPLIANT	□ EXCEPTION
USA FLAG		
There shall be a 2"x3" American Flag p	oatch, with stars in the u	pper right corner, sewn to the coat upper right sleeve.
	☑ COMPLIANT	□ EXCEPTION
FLASHLIGHT HOLDER		
	bove the chest trim on t	c on one end & 1 piece 1x3" loop on opposite end, strap X-he right chest. There shall be a 1" x 2" two- layer self-fabric e strap.
	⋈ COMPLIANT	□ EXCEPTION
MIC TAB		
minimum 42-stitch bar tack. A mic tab	shall be set on the Left	the shell with bar tacks on each side. Bar tacks shall be a Chest 1/2" below top of & 3.5" over from storm flap (above hest above radio pocket & 1/2" below top of storm flap.
	ĭ COMPLIANT	□ EXCEPTION
HANGING NAME PATCH		
There shall be a BLACK 7"x2" contou Velcro and Snaps (each end).	ared 2-layer self-fabric	one-line Letter Patch attached to hang from back hem via
	⊠ COMPLIANT	□ EXCEPTION
LETTERS		
There shall be 3" lime-yellow Scotchlite	e letters, sewn-on to the	hanging patch for FF Names.
	☑ COMPLIANT	□ EXCEPTION
LETTER PATCH		
There shall be one BLACK 4"x15" 1-la	yer self-fabric one-line	letter patch sewn-on to the yoke.
	KI COMPLIANT	□ EXCEPTION
LETTERS		
There shall be 3" lime-yellow Scotchlite	e letters, sewn-on across	s the yoke patch; to read - HALL.
	☑ COMPLIANT	□ EXCEPTION

LETTER PATCH			
There shall be one 1"x4" 1-layer	er self-fabric one-line letter pat	ch sewn-on to the collar.	
	⊠ COMPLIANT	□ EXCEPTION	
LETTERS			
There shall be 3/8" Red block 6	mbroidery letters., sewn-on ac	cross the collar patch; to read a special code.	
		☐ EXCEPTION	

LION® V-FORCETM LOW-RISE PANT

P	Δ	N	T	C'	Ω	V	S	T	'n.	I	C	Т	T	റ	N	
	_			v	v,	٠,	v	1	7.	v	·			v		

The pant shall have a low-rise waist V-FitTM design.

☒ COMPLIANT

☐ EXCEPTION

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION

Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper DriTM (3.0 oz./sq. yd.), a durable water repellent finish treated Chambray (META-ARAMID spun) face cloth quilted to two layers of META-ARAMID/PARA-ARAMID spunlace (total weight +/- 6.0-6.8 oz./sq. yd.).

The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant, a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection in the knee, an additional layer of uninterrupted 1/8" thick, fire-resistant water-resistant foam shall be positioned between the moisture barrier and thermal liner.

The moisture barrier shall be completely sewn to a durable water repellent (DWR) finish META-ARAMID facecloth at its perimeter. The moisture barrier substrate/facecloth combination will be sewn to the quilted thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. The quilted thermal liner will be oriented toward the wearer. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the pant cuffs.

□ EXCEPTION

MOISTURE BARRIER/THERMAL LINER ATTACHMENT

The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Nine evenly spaced snaps shall secure the liner to the integral waistband; two snaps shall be set in leather leg tabs at each leg end and hook and loop on each side of fly facing.

☒ COMPLIANT

□ EXCEPTION

PANT LINER INSPECTION SYSTEM

There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 12" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 5" loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1.5" x 5" hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

☒ COMPLIANT

□ EXCEPTION

STORM FLY/CLOSURE

The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with one 42-stitch bartack. Pant closure shall be provided by a thermoplastic zipper. The storm fly shall be held closed along its length by means of a hook and loop fastener closure 1.5" minimum width sewn with four rows lockstitch, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, one snap shall be positioned at the inside top of the fly. The storm fly shall be outer shell material, lined with a 4" strip of moisture barrier material and

☑ COMPLIANT	□ EXCEPTION
THERMAL FLY ASSEMBLY	
A 3/4" wide x 9" long loop fastener shall be sewn to the moistur on the underside of the outside storm fly and facing.	re barrier/thermal liner to engage corresponding hook fastener
ĭ COMPLIANT	☐ EXCEPTION
WAISTBAND	
The waist of the pants shall be reinforced on the inside with 1-pants shall be contour shaped for better comfort and hemmed to then be double stitched to the outer shell.	
Two-2" wide self-material suspender tabs with snaps shall be att four $2" \times 3/8"$ black metal loops; one attached to each end of the	
☑ COMPLIANT	☐ EXCEPTION
RADIAL INSEAM BAND	
A radial banded insert runs continuously from the top of knee knee. The elimination of crotch seams reduces tension in the c to extend the useful life of the gear. Also, there is an added inse is kneeling or bending the leg of the garment bends in alignment the knee pad of the pants. It also helps to eliminate rubbing of the working so that the risk of abrasion of the seams is minimized.	crotch area to give added comfort and helps to alleviate stress ert piece in the design to help ensure that when the firefighter ent with the leg so that the knee of the firefighter centers on he inseams of each leg against each other when the firefighter
以 COMPLIANT	□ EXCEPTION
V-FITTM KNEE	
The knee shall have an insert throughout all layers that shall provide shaped pieces, and darts to create free movement with few restrict abrasion resistance and thermal protection. For added thermal pretardant closed-cell foam shall be positioned between the moist protection, two layers of uninterrupted 1/8" thick, fire retardant positioned between the reinforcement layer and outershell.	ctions. The insert shall consist of black poly-coated aramid for protection, an additional layer of uninterrupted 1/8" thick, fire ture barrier and thermal liner. For additional extended thermal
⊠ COMPLIANT	□ EXCEPTION
CUFFS	
The cuff area of the pant shall be reinforced with a binding of b greater strength, abrasion resistance, and thermal protection. In sewn on the inseam area of the pant leg above the pant cuff and be The material used on the kick shield shall match the material used	addition, a 3" x 3 ½" piece of reinforcement material shall be elow the pant trim, in order to provide extra abrasion protection.

curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff.

□ EXCEPTION

☒ COMPLIANT

FULL BELLOW POCKET

There shall be a 9" wide x 10" high, deep outside full bellows pockets that expand by means of side and bottom gussets to a thickness of 2" in front and back. Pocket shall be reinforced with poly-coated aramid up 5" on outside of pocket. Pockets shall be fully lined with KEVLAR® twill on all 4 sides inside of pocket, two layers of KEVLAR® lined self-fabric on shell inside pocket. First layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create six tool compartments. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. Pocket flaps shall be 5" x 10" A hook and loop fastener closure system shall be set with 2" x 9" loop fastener horizontally on the pocket and three pieces of 1.5" x 3" hook fastener vertically on the underside of the flap. Pocket shall be set on left thigh.

⊠ COMPLIANT

□ EXCEPTION

FULL BELLOW POCKET

There shall be a 10.5" wide x 10" high full bellows pocket that expands by means of side and bottom gussets to a depth of 2.25". The leading end of the pocket is 8" high. Pockets shall be lined on with KEVLAR® 5" up inside of pocket. A 7" wide x 6.5" high arashield patch pocket with two equal divisions (3.5" on each side) is sewn to the outside front of the pocket. Vertical bartacks shall be at the top corners and top center of the patch. Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets. The pocket includes an internal shelf/ flap set horizontally measuring 9" wide x 4" high inside the pocket approximately 3.5" below the top of the pocket. One side of the flap shall be sewn to the back of the pocket along the 9" dimension, the other 9" side of the flap shall be secured to the front of the pocket with hook and loop fastener. A piece of 9" wide x 1" high loop fastener is set horizontally on the inside of the pocket, and a corresponding piece of 9" wide x 1" high hook fastener set horizontally on the underside of the inside flap. The pocket flap closure shall be set on the outside and measure 11.75" wide x 8.5" high with a piece of 8.5" wide x 1" high padding on the underside of the flap to facilitate gripping of the pocket flap. The hook and loop fastener closure system shall be set with one piece of 7" wide x 2" high loop fastener set horizontally on the patch pocket, and a corresponding piece of 7" wide x 2" high hook fastener set horizontally on the outside pocket flap under the padding. There shall be a 1" wide x 4" long self fabric strap bartacked at one end to the shell and a male snap at the other. There shall be a corresponding female snap on the corner of the pocket. Pocket shall be set on right thigh.

	ĭ COMPLIANT	□ EXCEPTION
LETTER PATCH		
There shall be one 1"x4" 1-layer se	lf-fabric one-line letter pate	ch sewn-on to the flap of the right-side pocket.
	☑ COMPLIANT	□ EXCEPTION
LETTERS		<u> </u>
There shall be 3/8" Red block emb	roidery letters., sewn-on ac	ross the poacket-flap patch; to read a special code.
	ĭ COMPLIANT	☐ EXCEPTION

ESCAPE BELT SYSTEM

The Escape Belt shall meet the escape belt requirements of the current edition of NFPA 1983, incorporated in NFPA 2500, including the optional flame resistance requirements and shall be designated as an Escape Belt. When used in conjunction with the certified LION ladder tether, the belt shall also meet the ladder belt requirements of the current edition of NFPA 1983, incorporated in NFPA 2500, including the optional flame resistance requirements, and shall be designated as a Ladder Belt. The belt shall be designated as a life safety belt with a design load of 2.67 kN (600lbf).

The belt shall integrate into the pants by means of the following:

- Custom securement straps that capture the closure hardware of the harness
- Belt loops that secure the belt portion of the harness and allow it to sit external to the outer shell at the waist.

The belt shall be completely removable from the pants.

The belt shall be constructed of 1-3/4" black para-aramid webbing and is sewn with a bonded, twisted continuous filament paraaramid sewing thread that contrasts the webbing in color. The belt shall feature a steel V-ring and snap hook closure that is offset from center and opens and closes with the pant due to the integration elements. On the snap side of the belt, there shall be a fixed steel d-ring for attachment of a ladder tether or other accessory, next to that is a sliding steel d-ring for attachment of an escape system. When the sliding d-ring is loaded with enough force or impact, it will slide towards the center of the belt so that the load is at center. The belt can be adjusted by pulling forward on the tail of the webbing to tighten, and relieving tension on the adjuster buckle and pulling back to loosen. There shall be a web keeper on the belt that holds the webbing tail and helps to keep the adjustment. Adjuster hardware shall have an adjuster cover to protect from any abrasion between the hardware and turnout fabrics.

There shall be 7 Belt loops, self fabric belt loops with .5" x 3" hard leather inside, tack each end. 10 self fabric belt loops, each made using 2 sep 1x3" straps that close with 1 piece 1x2" hook & logo female snap, 1 piece 1x2" loop & male snap. belt loops with snaps get double tacks, 1/8" space between tacks.

The belt shall be available in sizes S - XXL, corresponding with pant waist sizes 28"-62". The belt shall be available in both standard (left over right) and non-standard (right over left) configurations..

☒ COMPLIANT □ EXCEPTION

SUSPENDERS

SCOPE

A highly engineered *42" red suspender designed for greater range of mobility and reduced stress allowing for four points of attachment, using self-fabric, leather-reinforced suspender tabs with snaps to a V-ForceTM, traditional or contoured waist bunker pant.

DESIGN

Two **11" front pull straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" shoulder straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lock-stitch and two 42-stitch bartacks. Two ***8" back straps made of 2" wide elastic webbing shall be joined with two-needle lock-stitch at the bottom of each V-shaped shoulder pad.

Four 2" wide self-fabric suspender tabs with leather reinforcement, using 2 male and 2 female logo snaps for suspender attachment, shall be required on pants for use of these suspenders. Two self-fabric suspender tabs shall be attached to the back of the pant and to the front of the pant and reinforced with two bartacks each tab. Each self-fabric tab attached to the pants shall be fed through each 2" metal loop on the suspenders.

V-SHAPED SHOULDER PADS

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 12" long ending in a 4" high back reinforcement pad. Each shoulder pad shall have an embroidered Lion Head Logo.

LIFETIME WARRANTY

All products shall be warranted against defects in materials and workmanship for the useful life of the product.

ĭ COMPLIANT	☐ EXCEPTION	



7200 Poe Ave, Suite 400 Dayton, OH. 45414

ON BEHALF:

Phn 800-421-2926 Fax 877-803-1032 NAFECO - GA

FOR:

PSGQ30045 (4/05/24)

Hall County Fire Rescue Dept

BID 005-45

Description MFGR Part,# Page: 1

*** Custom Turnout Coat - 2024 ***

>>> 38" COAT LENGTH (UPCHARGE)\$

Coat Model / Design

V-Force® Bi-Swing Coat

LION® Turnout V-Force® Bi-Swing Coat

Coat Model / Design

CVBM/F

MALE 29" (CVBM-29), 30.5" (CVBM-305), 32" (CVBM-32), 33.5" (CVBM-335), 35" (CVBM-35) & 38" (CVBM-38); FEMALE 29" (CVBF-29) & 32" (CVBF-32)

Coat Liner & Moisture Barrier

C4 - Traditional

Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 1.5 oz Araflo® 7.0 oz., StedAir 4000/Nomex Pajama Check laminated membrane, 3.0 oz NOMEX® IIIA Chambray Dri Facecloth

Coat Inner Yoke Reinforcement

LYR232

C Liner: 1 layer Semper Dri® (RM1377059) 1 layer RM1376-103 front and back vokes sewn to coat thermal liners. - V-Force Bi-Swing

Coat Water Well

CLW227

Chambray DWR 2-Layer AraFlo E89 Quilt with Chambray face cloth/StedAir 4000 with 1" elastic wrist shield. Waterwell with 3/4" loop, male snap, sewn to coat liner sleeves. - V-Fit

Coat Wristlets

CLW753

(Std) 8" isodri® over the hand- KEVLAR® / NOMEX® / Spandex® construction

Coat Outer Shell Material

6oz PBI® Max

Natural

PBI® Max, 6.0 oz., Natural Color

Reflective Trim

CT504-PTY

3" Viz-a-V™ Yellow Ventilated Triple Trim for V-Force

Coat Shell Attachment

CSA709

(Std) 1x2" Self Fabric strap w/ 1 end sewn to coat shell & opposite end loose w/ 1 female non-logo snap, 1 male snap on liner centered at bottom rear panel to align w/ the female snap. (Cannot be used on coat where liner is 3" from shell). (Standard on V-Force)

Description MFGR Part # Page: 2

Drag Rescue Device

BHS020

(Std) DRD: Firefighter Recovery Harness with 2" welt and 5.25x2.25" flap with rounded corners. 1 piece 1x2" loop for harness storage. 2 pieces 1x2" loop on shell flap closure, 2 pieces 1x2" hook on flap. 1 piece 1.5x2" hook on harness. 1 piece 2x2" loop underneath chest trim for harness storage, 1 pair 1x3.5" self-fabric straps with 1x2" hook and loop.

Coat Collar CR236S

3" split self fabric collar with STEDAIR 4000 lined. 2 pieces 1x3" hook on each end inside and two pieces 1" hook set 1/2" from center along top edge for liner attachment. 1.5x4" hook&loop for front closure. V-Fit

Collar Flashing

CLF2215

3" Self fabric, STEDAIR 4000 lined split collar with 2 pieces 1x3" loop on moisture barrier, 2 pieces 1" loop set 1/2" from center along top edge for attachment to shell. Use with CR236S & CR237S

Liner Inspection System

CLO236

(Std) Coat liner inspection system located at center right front of liner, with 1x4" loop. V-Fit coats

Coat Cuff Reinforcement

CC710

(Std.) Self-Fabric Cuff Reinforcements - V-Fit

Coat Elbow Reinforcement

EB519

Contoured Self-Fabric elbow patch w/ 1 layer Lite-N-Dri padding. V-Force Bi-Swing

Coat Shoulder Reinforcement

SC715

(Std) Self fabric shoulder caps

Coat Closure System

SF260S

2.5" Storm flap (square corners) with two layers of self-fabric and STEDAIR 4000, thermo plastic zipper in. Hook&Dee out (Zipper in, (4) 701s on coat front, (4) D-Rings on stormflap) with poly-coated aramid tab for V-Force Bi-Swing coat.

Coat Pockets

Turn-Out Pockets

HP636

9x8x2" semi bellow & handwarmer comb. pkt w/6" opening on blw side, semi bellow fully lined with KEVLAR® twill and KEVLAR® twill backer, handwarmer lined w/ fleece. 2pcs 1.5x3" lp on pkt & 2pcs 1.5x3" hk on flp, 2 layers lite-n-dri insd flp corner & PCA tab out.

Item Location for Above

Front bottom- Left

Turn-Out Pockets

HP628

9x8x2" semi bellow & handwarmer comb. pkt w/6" opening on bellow side, semi bellow pocket lined with KEVLAR® with KEVLAR® backer, handwarmer lined w/semper dri. (2) additional layers of outer shell fabric with KEVLAR® inside pocket. first layer 6.5" high, second layer 4.5" high. Both layers stitched in 3" increments to create 6 compartments. 2pcs 1.5x3" lp on pkt & 2pcs 1.5x3" hk on flp, 2 layers lite-n-dri inside flap corner & PCA tab out.

Item Location for Above

Front bottom- Right

Description MFGR Part # Page: 3

Turn-Out Pockets

RP803

3.5x9x3" radio pocket with poly cotton fully lined all 3 sides inside pocket and flap, 1 piece 2x2" loop on pocket, 1 piece 2x3" hook on flap, antenna notch on flap.

Item Location for Above

PKTLOC-CL

Chest right, notch right.

Emblem EM5

2x3" American Flag Emblem (Stars on upper right corner)

Item Location for Above

Sleeve Right

Flashlight Strap

FLS573

1x12" self fabric strap with 1 piece 1x3" hook on one end & 1 piece 1x3" loop on opposite end, strap X-stitched to shell, 2 tacks.

Item Location for Above

Left Chest 1" above chest trim; FLS510 & MT503 will be above.

Flashlight Snap-Hook

FL\$510

1x2" 2 layer self fabric 703 flashlite snap holder with 2 bartacks

Item Location for Above

Left Chest 2" above FLS573.

Lettering Patches

LP49

7x22" contoured 2 layer self fabric one line letter patch to be attached to hem of coat.

Instructions for Above

SPECIAL

INSTRUCTIONS

>>> LP49 TO BE BLACK

Letter Patch Attachment

LPV14

1.5x22" loop sewn to coat back inside at hem. 1.5 x 22" hook to top edge of patch, loop sewn to hem with white thread through the trim.

Letter Patch Attachment

LPS6

1 male snap at top corners of letter patch & 2 female logo snaps on inside of shell to align with the male snaps = 2 male & 2 female nonlogo snaps.

Sewn On Lettering

LTSL3YNS

Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) 6 - 12 Alpha Numeric Name Characters

Lettering

Lettering shall be for Last Names.

Location for Lettering

On above patch (LP49)

Description MFGR Part # Page: 4

Lettering Patches

LP15

4x15" 1 line letter patch

Instructions for Above

SPECIAL INSTRUCTIONS

>>> LP15 TO BE BLACK

Lettering Patch Attachment

LPSP1

Set patch to coat - 1 layer.

Location for Patch

LTLOC-AY

Across yoke

Sewn On Lettering

LTSL3YIS

Sewn On 3" Lime/Yellow 3M™ Scotchlite™ Letters (each line) max 5 Alpha Numeric ID Characters

Lettering

LT

Lettering to read - HALL

Location for Lettering

On above patch (LP15)

Lettering Patches

LP44

1x4" letter patch.

Lettering Patch Attachment

CLO220

SET PATCH TO LINER COLLAR, SHELL PORTION.

Instructions for Above

SPECIAL

INSTRUCTIONS

>>> SELECT CLO220 ON COAT LINER. Comment on CLO220 should read - SEE PICTURE ATTACHED TO ORACLE REGARDING SEWN-ON LP44. OE to attach pic "HallCoGA_Nafeco_PSGQ17944_Coat" located at "Y:\OLD Builds\NAFECO".

Location for Patch

LTLOC-A

Inside right side of collar at the edge of the Liner shell portion; Comment on Lp44 should read - SEE PICTURE ATTACHED TO ORACLE REGARDING SEWN-ON LP44. OE to attach pic "HallCoGA_Nafeco_PSGQ17944_Coat" located at "Y:\OLD Builds\NAFECO".

Lettering

LTE375R

3/8" Red block embroidery letters.

Lettering

Mic Tab

LT

MT503

Lettering for special code

Location for Lettering

On above patch (LP44); can be folded under to just fit letters.

(2) 1x3" triple layer self fabric mic tab bartacked each end.

Item Location for Above

MTLOC-LCARP

(1) Left Chest 1/2" below top of & 3.5" over from storm flap, FLS510 & FLS573 will be below; (1) Right Chest above radio pocket & 1/2" below

top of storm flap.

Description

Hanger Loop HL02

(Std) 5/8" x 5 1/2" Self fabric hangerloop.

*** Custom Turnout Pants - 2024 ***

--- INCLUDES SUSPENDERS ---

Pant Model / Design

PVFM/F

LION® Turnout V-Force® Pant

Pant Liner & Moisture Barrier

C4 - Traditional

Traditional Liner, Glide Ice™ face cloth quilted to DWR treated 1.5 oz Araflo® 7.0 oz., Sted'Air 4000/Nomex Pajama Check laminated membrane. 3.0 oz NOMEX® IIIA Chambray Dri Facecloth

Liner Inspection System

PLO200

(Std) Pant liner inspection system with 1x3" loop located at right side of liner waist.

Pant Outer Shell Material

6oz PBI® Max

Natural

PBI® Max, 6.0 oz., Natural Color

MISC. Fasteners

MF018

(Std) 1x3" hook sewn to right shell front for the pant liner inspection system.

Pant Fly Closure

EI V2338

Sewn on pant fly with STEDAIR 4000, closure thermo plastic zipper inside with 1.5" hook & loop, 3/4" hook underneath STEDAIR 4000 for liner attachment. V-Fit

Belts and Harnesses

BHS063

Black LION Aeroscape Escape Belt - Closure on Left (USE BL079 and BL081 ONLY- No other BLs allowed). Can't use with front or side take-up. Can't use with wide angle FLYs or magnetic closure. Can't add BHS013 or BHS021. Can't be used with Lumbar Support System.

Available Sizes: Small (28-32") (FI6938036), Medium (34-38") (FI6939036), Large (40-44") (FI6940036), Extra Large (46-52") (FI6941036), 2XL (54-62") (FI6942036)

Instructions for Above

SPECIAL

INSTRUCTIONS

>>> DELETE STD BHS013.

Belts and Harnesses

BL083

7 Belt loops, self fabric belt loops with .5" x 3" hard leather inside, tack each end. 10 self fabric belt loops, each made using 2 sep 1x3" straps that close with 1 piece 1x2" hook & logo female snap, 1 piece 1x2" loop & male snap, belt loops with snaps get double tacks,1/8" space between

5

Page:

Description MFGR Part #

tacks, see drawing

Instructions for Above

SPECIAL INSTRUCTIONS

>>> DELETE STD BL007, BL079/081.

Leg Tabs

LGT000-GLD

(Std) 2 Gold Leather leg tabs per leg with non-logo female snaps.

Pant Knee Reinforcement

KP243-BLK

Black Poly coated aramid contoured knees with 2 layers Lite-N-Dri padding and 1 layer silicone foam padding. V-Fit.

Pant Cuff Reinforcement

PC504-BLK

Black Poly-coated aramid pant cuffs and 3x3,5" kick shield.

MISC. Pant Options

PMO542

"Boot cut" pant legs.

Pant Pockets

Turn-Out Pockets

FBP1012

9x10x2" Full bellow pocket with PCA up 5" on outside of pocket, fully lined in all 4 sides with KEVLAR®. Additional 2 layers of outershell fabric lined with KEVLAR® on shell inside pocket. First layer 6.5" high, second layer4.5" high, both layers stitched in 3" increments to create 6 compartments. 1pc 2x9" loop on pocket, 3 pcs 1.5x3" hook on flap. >>> USE FBP1156 FOR SMALL PANTS.

Item Location for Above

Thigh Left

Turn-Out Pockets

FBP1041

10.5x10x8x2.25" Full Bellow Pocket with KEVLAR® 5" up inside pocket. 9x4" inside flap with 1x9" hook. 1x9" loop inside pocket, 7x6.25" arashield patch pocket lined with 1-layer leather and 1 layer Kevlar Twill inside pocket, divided equally 3.5" each side and vertically bartacked on the top, female logo snap corner, 1x4" self-fabric strap bartacked one end to shell, male snap to other end, 11.75x8.5" flap with 8.5x1" padding & 2x7" hook and 2x7" loop front pocket.

>>> SEE FBP1052 FOR SMALLER PANTS

Item Location for Above

Thigh Right, flap to receive LP44.

Lettering Patches

LP44

1x4" letter patch.

Lettering Patch Attachment

LPSP1

Set patch to coat - 1 layer.

Location for Patch

LTLOC-AY

Flap of FBP1041, just above the padding.

Lettering

LTEHR

1/2" Red block embroidery letters.

6

Page:

Lettering LT

Lettering for special code

Location for Lettering

On above patch (LP44); can be folded under to just fit letters.

Reflective Trim PTC4PT3Y

3" Lime/Yellow Ventilated Triple Trim Reflective trim around leg bottoms-4 rows lockstitch.

Suspender Tabs

PMO210

Four 2" wide self material suspender tabs with 1.75x3" leather reinforcement. 2 male and 2 female logo snaps, attached to waist with 2 on the front and 2 on the back. Reinforced with 2 bartacks on each tab.

Suspenders SR842X

42" V-BACK quick adjust padded suspenders, 2" Metal Loops - Red

Note: The suspender length includes the 2.5" snap tabs on the pants.

	INVITATION FOR BID # 005-45 FIREFIGHTING EQUIPMENT ANNUAL CONTRACT	North America Fire Equipment Co., Inc. Decatur. AL
Îtem	, <u>-</u> -	Price
Number		File
11	Hoods - Innotex	\$118,78
2	Boots - GLOBE	NO BID
3	Boots - Black Diamond	\$358.88
4	Janesville V-Force Bi-Swing Coat	\$2,344.13
5	Janesville V-Force Pant with Belt	\$1,832.08
6	Cairns 1010 Helmet	NO BID
7	Helmet Front	NO BID
8	Helmet Repair Parts	NO BID
9	Vanguard Gloves	\$97.98
10	HexArmor Fire Armor Gloves	\$92.68

BUDGETED AMOUNT: ANNUAL CONTRACT

BIDS MAILED: 36 (H) 2 BIDS RECEIVED: 1 (1-No Bid) (H)

DEPARTMENT: Fire Services

No bid: American Air Works



AGENDA ITEM

Consent Agenda

REPORT TO:	Work Session	(06/10/24)	
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REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 283/2024

Approve the ratification of Change Order #1 under RFQ/P #41-001 Demand Services for Civil Engineering Services for permitting, inspection, and plan

review services for Planning & Development to CPL Architects, Engineers,

Landscape Architect & Surveyor, D.P.C. (P.C.) of Suwanee, GA, in the

amount of \$372,545.00.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: RD

Recommendation:

Approve

Purpose of Request:

Approve the ratification of Change Order #1 under RFQ/P #41-001 Demand Services for Civil Engineering Services for permitting, inspection, and plan review services for Planning & Development to CPL Architects, Engineers, Landscape Architect & Surveyor, D.P.C. (P.C.) of Suwanee, GA, in the amount of \$372,545.00.

Facts and Issues:

Funding comes from various accounts within the department, and a portion is funded from contingency. As required by the Hall County Purchasing Ordinance and based on the dollar value, the change order must be approved by the Board of Commissioners. This will increase the original Purchase Order 20240428 from \$204,000 to \$576,545.

Options:

History:

Inspections department.

Funding Requested \$ 372,545.00

Are funds within current budget?

Source of Funds General Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Νo

Nο

Provided permitting, inspection, and plan review services to the Building

Has it been reviewed by the County Attorney? Is there a deadline for this item?

No 2024-05-23

Approvals:

Submit	Approve	Purchasing	Budget
RD	RD	AP	EW
Finance Attorney		Administration	Clerk
TS	WLI	CR	JR

Attachments:

Financial Supplement Original PO 20240428



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 283/2024

Funds Requested: \$ 372,545.00 **Request Budgeted:** No

Proposed Source of Funding: Budget Transfer Requested:

General Fund Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	7220-BUILDING INSPECTION	521000- PROFESSIONAL SERVICES	\$372,545.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	7220-BUILDING INSPECTION	521000- PROFESSIONAL SERVICES	\$205,478.00
2024	100-GENERAL FUND	1500-GENERAL SERVICES		\$-205,478.00

Additional Information/Comments:

Contact for Questions: RD Phone: 770-656-2344



Hall County Board of Commissioners

Financial Services PO Drawer 1435 Gainesville, GA 30503

Bill To

Please send all invoices to accountspayable@hallcounty.org

Ship To HALL CTY BUILDING INSPECTION 2875 BROWNS BRIDGE RD 3RD FLOOR GAINESVILLE, GA 30504 **PURCHASE ORDER**

Page 1 of 1

PURCHASE ORDER DETAILS

Purchase Order Number 20240428

Purchase Order Date 08/15/2023

2024

Fiscal Year

Department BUILDING INSPECTION

Required By 08/14/2023

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

Vendor 11324
CPL TEAM
3011 SUTTON GATE DRIVE
SUITE 130
SUWANEE, GA 30024

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
		11324	9240841	Randi Doveton	Wesley Geddings	

NOTES

On Demand Service for CPL - support services

ITEM#	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Contract #41-001 for CPL on-demand professional services for Building Inspections.		EACH	\$204,000.0000	\$204,000.00
	GL #: 100-7220-521000-0000-	5204,000.00			

Commodity Code: -

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis Approval Date: 08/15/2023

Authorized Signature

Purchase Order Total \$204,000.00

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

- 21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
- 32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
- 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line itom.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- 42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 238/2024

Approve the renewal of annual contract for IFB #018-44 Pavement Marking

SUBJECT: Installation and Removal Services for Public Works & Utilities to Peek

Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC, of Columbus, GA. The estimated annual cost is

\$140,228.00.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of annual contract for IFB #018-44 Pavement Marking Installation and Removal Services for Public Works & Utilities to Peek Pavement Marking, LLC, of Columbus, GA. The estimated annual cost is \$140,228.00.

History:

Peek Pavement Marking, LLC is the longstanding vendor on this contract through multiple contract cycles and is in good standing with the County.

Yes

Facts and Issues:

Options:

This is year two (2) of a possible three (3) year contract. There are no price increases for FY25.

Funding Requested \$ 140,228.00

Are funds within current budget? Yes

Source of Funds SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing			
JD	BN	BN	AP			
Budget	Finance	Attorney	Administration			
EW	TS	WLI	CR			
Clerk						
JR						

Attachments:

Financial Supplement Contract



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 238/2024

Funds Requested: \$ 140,228.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

SPLOST VIII No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	4270-TRAFFIC	541400-	\$140,228.00
	324-3FLO31 VIII	ENGINEERING	INFRASTRUCTURE	\$140,220.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: 04/24/2024

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

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

documents for:

Bid/Contract No: 018-44-1

Bid/Contract Name: Pavement Marking Install & Removal Services

Annual Contract

Department(s) Requesting Contract: Public Works

Award Recipient Name: Peek Pavement Marking, LLC

Contract Description:

Prior Year's Spend: \$112,182

☐ Product Contract Estimated Amount: \$0

Comments: Year two (2) of a possible three (3) year contract. Contract renewal for FY25. Peek Pavement Marking, LLC is a vendor in good standing with the County and no price increases were requested for FY25.

www.hallcounty.org

Dook Dayamont Marking LLC

Contract Renewal #1

Pavement Marking Installation & Removal Services Annual Contract

March 14, 2024

Whereas, the County desires to Renew the Contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #018-44, Pavement Marking Installation & Removal Services Annual Contract dated May 18, 2023; and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the Renewal as stated and therefore, the above numbered contract is hereby changed as follows:

- By extending the Contract Term through <u>June 30, 2025</u>.
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

HALL COUNTY CEODEIA

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written

reek raveillellt Walking, LLC	HALL COUNTY, GEORGIA
Print Name: Andy Holland Title: Ect. mater	By Richard Higgins, Chairman Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
15th Day of March, 2024	County Clerk
	Approved as to Form
Who Olay tondo Bran	won a r
Signotary Commission expires: 11-12-20	7.60
2 5 5 6 5 E	



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 301/2024

Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast,

LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC)

of Kennesaw, GA and United Consulting of Norcross, GA. The estimated

annual cost is \$200,000.00.

Meetings:

SUBJECT:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of annual contract for IFB #010-44 QA/QC Engineering Construction Testing Services for Public Works & Utilities to ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Buford, GA, UES (previously Contour Engineering, LLC) of Kennesaw, GA and United Consulting of Norcross, GA. The

estimated annual cost is \$200,000.00.

Facts and Issues:

This is year two (2) of a three (3) year contract with one (1) possible annual renewal remaining. All five (5) vendors are in good standing with the County.

There are some price increases noted for United Consulting and ECS Southeast, LLP related to staffing and overhead costs.

History:

This is year two (2) of a three (3) year contract. All five (5) vendors are in good standing with the County.

Contour Engineering was bought out by UES.

Options:

Are funds within current budget?

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,
Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing			
CW	JG	JG	AP			
Budget	Finance	Attorney	Administration			
EW	TS	WLI	CR			
Clerk						
JR						

Attachments:

Financial Supplement Contracts Bid Tab



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 301/2024

Funds Requested: \$ 200,000.00 Request Budgeted: Yes
Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount	
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$200,000.00	

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

05/15/2024

Date:

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

Bid/Contract No: 010-44-1

Bid/Contract Name: QA/QC Engineering & Construction Testing

Department(s) Requesting Contract: Public Works

Award Recipient Name: ECS Southeast, LLP of Marietta, GA, Geo-Hydro Engineers, Inc. of Kennesaw, GA, Goodwyn Mills Cawood, LLC of Atlanta, GA, UES of Kennsaw, GA and United Consulting of Norcross, GA

Contract Description:

	□ Ne	ew 🛭	\leq	Renewal		
Prior Year's Spend:	\$104,734.	00				
☐ Price Increase Req	uested	Increas	se	Percentage		
	ntract	Estima	te	d Amount:	\$200,000.00	
☐ Product Contract		Estima	te	d Amount:		
Comments: Year two (2) of a three (3) year contract.						

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 010-44

Bid/Contract Name: QA/QC Engineering & Construction Testing – Renewal contract for FY25. The five (5) vendors held previous contract last year and the vendors are in good standing with the County.

IFB #010-44-1, QA/QC Engineering & Construction Testing

March 28, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the Contract Term through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

HALL COUNTY, GEORGIA

ECS SOUTHEAST, LLP

By: Print Name: Brian E. Schiessle, P.E. Title: Vice President	ByRichard Higgins Commission Chairman
	Date:
Sworn to and subscribed before me this 29th Dakot April 2024	Attestment:County Clerk
29th Sakor Aportage 2024	Approved as to Form APPROVED AS TO FORM
Notary Public 08.29.202	Nathaniel R. Anderson, Senior Assistant County Attorney
COUNT	

Attachment A

QA/QC Engineering & Construction Testing Annual Contract

March 28, 2024

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

1.A.5 Staff Engineer, per hour	80.00
1.A.6 Project Engineer / Project Manager, P.E., per hour	100.00
1.B.1 Chief Engineering Technician, per hour	75.00
1.B.3 Concrete Technician / Inspector, per hour	60.00
1.B.4 Soils Technician / Inspector, per hour	65.00
8.A.2 AWS / ASNT Certified Technician, per hour	115.00
11.A.2 Monthly NPDES service (includes weekly inspection / sampling), per month	850.00

IFB #010-44-1, QA/QC Engineering & Construction Testing

March 28, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the Contract Term through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

GEO-HYDRO ENGINEERS, INC.

HALL COUNTY, GEORGIA

By: Brian Ingram Title: Principal	By. Richard Higgins Commission Chairman Date:	
Sworn to and subscribed before me this	Attestment:County Clerk	
10 Day of May 2024	Approved as to Form	APPROVED AS TO FORM
Notary Public: 1000 (1)	STACEE MANAGER	uto no
Notary commission expires: 2326	A TAP	Nathaniel R. Anderson, Senior Assistant County Attorney
	COUNTY CHANGE	

IFB #010-44-1, QA/QC Engineering & Construction Testing

March 28, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

Whereas, the Contractor has agreed to this; extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- By extending the Contract Term through <u>June 30, 2025</u>.
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto'agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

GOODWYN MILLS CAWOOD, LLC

HALL COUNTY, GEORGIA

By: Kevin Waler Print Name: Kevin Wales Title: Executive Vice President	ByRichard Higgins Commission Chairman Date:	
Sworn to and subscribed before me this 14th Day of May 2024	Attestment:County Clerk	
Notary Public: Cavoly - Jung	DUNCAN	APPROVED AS TO FORM
Notary commission expires: 5/31/2025	PUBL ABAMA STATE	Nathaniel R. Anderson, Senior Assistant County Attorney

IFB #010-44-1, QA/QC Engineering & Construction Testing

March 28, 2024

Senior Assistant County Attomes

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the Contract Term through June 30, 2025,

- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

UES / CONTOUR ENGINEERING	HALL COUNTY, GEORGIA
By: Add D-Print, Name: Scott Thomson Title: Vice President	By
Sworn to and subscribed before me this 10 th Day of May , 2024 Notary Public: Shahana Nayam Notary commission expires: 17/15/2026	Attestment: County Clerk APPROVED AS TO FORM APPROVED AS TO FORM EXPIRES Nathaniel R. Anderson, GEORGIA Doc. 15, 2026 PUBLIC P

IFB #010-44-1, QA/QC Engineering & Construction Testing

March 28, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #010-44, QA/QC Engineering & Construction Testing, dated June 20, 2023 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the Contract Term through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved in writing prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

UNITED CONSUCTING	HALL COUNTY, GEORGIA	
By:	ву	
Print Name: Reza Abree, P.E.	Richard Higgins	
Title: CEO/President	Commission Chairman	
THE TANKAN CARRESTON OF THE PARTY OF THE PAR	Date:	
Sworn to and subscribed before me this	Attestment:	
10th Day of May 27. 27. 27. 27. 27. 27. 27. 27. 27. 27.	County Clerk	
AND COOM	Approved as to Form APR	ROVED AS TO FORM
Notary Public: Ayam Verus		VNI
	Nati Senior A	haniel R. Anderson, ssistant County Attorney
Notary commission expires: 04/27/2027		

State	of G	eorg	ia
Count	y of	Hall	

Contract #010-44-1

Attachment A

IFB #010-44-1, QA/QC Engineering & Construction Testing

March 28, 2024

Staff Engineer, per hour: Change from \$	110.00 to \$135.00.
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Summation of Bids Received QA/QC Engineering Construction Testing Services Annual Contract

			Contract			
			IFB 010-44	Contour Engineering, LLC	Goodwyn Mills Cawood (GMC)	Geo-Hydro Engineers
			Fee and Rate Schedule	Engineering, LLC	Cawood (GIMC)	Engineers
			Item Description	Norcross, GA	Buford, GA	Kennesaw, GA
Line			·			
1.			Basic Engineering Service Rates			
P	١.		Engineering Services			
	1 2		Project Geologist, per hour	\$110.00 \$150.00	\$85.00 \$145.00	\$100.00 \$160.00
	3		Structural Engineer, P. E., per hour Geotechnical Engineer, P. E., per hour	\$150.00 \$150.00	\$145.00 \$115.00	\$160.00
	4		Environmental Engineer, P. E., per hour	\$150.00	\$115.00	\$160.00
	5		Staff Engineer, per hour	\$95.00	\$70.00	\$100.00
	6		Project Engineer / Project Manager, P. E., per hour	\$110.00	\$85.00	\$160.00
	7 8		Senior Engineer / Senior Project Manager, P. E., per hour	\$150.00 \$475.00	\$95.00	\$160.00 \$475.00
	9		Senior Engineer / Division Manager, P. E., per hour Chief Engineer / Prinicipal, P. E., per hour	\$175.00 \$225.00	\$135.00 \$145.00	\$175.00 \$200.00
	10		CAD Operator / Draftsperson, per hour	\$75.00	\$85.00	\$100.00
E	3.		Technician Services			
	1		Chief Engineering Technician, per hour	\$95.00	\$60.00	\$95.00
	2		Metals Technician / Inspector, per hour	\$95.00	\$65.00 \$50.00	\$150.00
	4		Concrete Technician / Inspector, per hour Soils Technician / Inspector, per hour	\$65.00 \$65.00	\$50.00 \$55.00	\$80.00 \$80.00
	5		Environmental Technician / Inspector, per hour	\$75.00	\$60.00	\$95.00
	6		Asphalt Technician / Inspector, per hour	\$85.00	\$60.00	\$80.00
	7		Registered Roof Observer (by the Roof Consultants Inst.), per hour	\$100.00	\$75.00	\$100.00
	8 9		Registered Roof Consultant, per hour General Engineering Technician / Inspector, per hour	\$175.00 \$65.00	\$85.00 \$50.00	\$150.00 \$80.00
	10		Certified Industrial Hygienist, per hour	\$275.00	\$65.00 \$65.00	\$150.00
C).		Clerical Services	V =10110	,,,,,,	7
			Secretarial, per hour	\$65.00	\$35.00	\$60.00
).		Special Services, Basic Engineering Rates	At Cost	At Cost	At Cost
			Total Line 1	(min. 4 hrs.)		
_						
2.	١.		Soils Field Services			
-	-		Field density tests either by drive cylinder, sand cone nuclear gauge, per hour	\$65.00	\$55.00	\$80.00
E	3.		Laboratory Services			
	1		Standard Compaction Test (Method D does not include grain size)			
			Method A (4" mold), per test Method B, C, or D (6" mold), per test	\$110.00 \$110.00	\$100.00 \$100.00	\$280.00 \$280.00
			Standard Proctor, per test	\$110.00	\$100.00	\$280.00
	2		Modified Compaction Test including rough plots and grain size curves except	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	7.00.00	V=11111
			on base rock. Method D does not include grain size.			
			Method A (4" mold), per test	\$125.00	\$125.00	\$350.00
			Method B, C, or D (6" mold), per test	\$125.00 \$125.00	\$125.00 \$125.00	\$350.00 \$350.00
	3		Standard Proctor, per test CBR at optimum moisture content, including laboratory compaction test with	\$125.00	\$125.00	\$330.00
			plot of compaction and CBR curves, each	\$300.00	\$425.00	\$1,000.00
	4		CBR, Corps of Engineers Method, each	\$225.00	\$450.00	\$1,000.00
	5		Natural moisture content, each	\$25.00	\$10.00	\$20.00 \$120.00
	6 7		Atterberg limits, each Grain size, each	\$100.00 \$100.00	\$85.00 \$85.00	\$120.00 \$120.00
	8		Washed 200, each	\$100.00	\$75.00	\$120.00
	9		Washed 200 + Hydrometer, each	\$200.00	\$175.00	\$160.00
	10		Consolidation Test	4500.00	****	****
			Undisturbed sample, each Remolded sample, each	\$500.00 \$50.00	\$800.00 \$800.00	\$850.00 \$950.00
	11		Triaxial Shear Test	Ψ30.00	\$000.00	\$350.00
			Pile load testing ASTM (D1153), each	\$2,500.00	\$500.00	\$0.00
			Pile Driving monitoring, per LF	\$95.00	\$10.00	\$0.00
			UU Test, each	\$500.00 \$600.00	\$300.00 \$1,000.00	\$330.00 \$2,500.00
			CU Test, each CU Test with pore pressure, each	\$600.00 \$900.00	\$1,000.00 \$1,300.00	\$2,500.00 \$2,500.00
			Add for remold, each	\$50.00	\$125.00	\$100.00
		g.	Unconfined compressive strength test, each	\$500.00	\$225.00	\$240.00
	40	,	(to calculate shear strength of soil)		j	
	12		Permeability testing (Triaxial appartus) Remolded, each	\$450.00	\$475.00	\$650.00
			Undisturbed, each	\$400.00	\$375.00	\$550.00
	13	3	Triaxial compression test, consolidated, undrained, per pt.	\$200.00	\$525.00	\$1,200.00
	14		California Bearing Ration (CBR), each pt.	\$225.00	\$135.00	\$350.00
	15 16		Swell Test on CBR, each Sand Equivalent Test GDT63, each	\$225.00 \$100.00	\$155.00 \$250.00	\$50.00 \$250.00
	17		Soil resistivity, each	\$100.00	\$50.00	\$300.00
			Total Line 2			
3.			Soil Cement			
P	١.		Field Services	A75.00	000.00	***
Е	2		Observation of soil cement field placement, per hour Laboratory Services	\$75.00	\$60.00	\$80.00
	o. 1		First soil cement mixture (includes calcium absorption test on soil sample)	\$3,500.00	\$350.00	\$3,500.00
	2		Each additional cement content using same sample, add	\$1,000.00	\$50.00	\$1,000.00
	3		For wetting and drying tests, add for each cement content	\$1,500.00	\$50.00	\$1,250.00
			Total Line 3		1	
			rotal Elite J	ı I		1

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4.				Asphaltic Materials			
	A.			Field Services			
		1		Observation and field testing of asphaltic concrete placement, per hour	\$75.00	\$60.00	\$80.00
		2		Two-man asphaltic concrete coring crew, including trailer and equipment, per hour	\$150.00	\$150.00	\$180.00
	ь			Laboratorio Considera Analysikia Materiala and Tanta	(min. 4 hrs.)		
	B.	1		Laboratory Services-Asphaltic Materials and Tests Asphaltic Concrete Mix Design			
		1	2	Marshall method, per design	\$1,500.00	\$200.00	\$0.00
				Hubbard-field method, per design, two inch	\$1,500.00	\$225.00	\$0.00
				Hubbard-field method, per design, six inch	\$1,500.00	\$300.00	\$0.00
		2		Bitumen content only, per test	\$200.00	\$150.00	\$250.00
		3		Bitumen and gradation of asphaltic concrete, per test	\$300.00	\$325.00	\$350.00
		4		Density, samples F.O.B. laboratory			
				Already mixed, per test	\$75.00	\$25.00	\$35.00
			b.	Not already mixed, per test	\$125.00	\$175.00	\$60.00
		5	_	Hubbard-field stability, samples F.O.B. laboratory	\$500.00	¢175.00	\$0.00
				Three specimens, two inches Three specimens, six inches	\$500.00 \$500.00	\$175.00 \$225.00	\$0.00 \$0.00
		6	υ.	Marshall Method Stability, three specimens	\$500.00	\$250.00	\$300.00
		Ŭ		maioriali motrou otability, unoo opeemiorio	4000.00	4200.00	V
				Total Line 4			
5.	٨			Concrete and Cement			
	A.	1		Field Services Concrete quality control inspection and testing - per hour.	\$65.00	\$50.00	\$80.00
		2		Concrete quality control inspection and testing - per hour Cylinders (3 specimens per set), ASTM C-39, per set	\$65.00 \$45.00	\$30.00 \$24.00	\$60.00 \$60.00
		3		Reserve cylinders, each	\$45.00 \$15.00	\$8.00	\$20.00
		4		Inspection and testing of ready mix plants charged at the	ψ10.00	ψ0.00	Ψ20.00
		•		Basic Engineering rates plus testing at cost	At Cost	At Cost	At Cost
		5		Cylinders made by others shall be picked up and delivered to the laboratory			
				on a time and travel charge basis at the Basic Engineering Service Rates.			
				A charge of \$ 24.00 per case of 24 plastic cylinder molds will be accessed			
				when cylinders are made by others	At Cost	\$50.00	\$25.00
		6		Non-Destructive inspection and testing of concrete products and structures,			
				including failures and flexural testing of concrete beams shall be charged at			
				the Basic Engineering Service Rates, plus velocity attenuation equipment charged at cost	At Cost	At Cost	At Cost
		7		Concrete Coring	At Cost	At Cost	At Cost
		•	a.	Two-man crew plus machine, per hour	\$150.00	\$150.00	\$180.00
				Machine only, per hour (rental)	\$50.00	\$20.00	\$165.00
			c.	Compressive strength test, each	\$50.00	\$35.00	\$80.00
	B.			Laboratory Services			
		1		Concrete Materials		405.00	2442.00
			a.	Sieve Analysis, Dry ASTM C-136, each	\$100.00	\$85.00 \$75.00	\$140.00 \$400.00
			h	Finer than No. 200 Sieve, ASTM C-117, each	\$100.00 \$125.00	\$75.00 \$50.00	\$100.00 \$140.00
			υ.	Specific gravity, ASTM C-127 or C-126, coarse, fine, each	\$125.00	φ30.00	\$140.00
			C.	Absorption, ASTM C-127 or C-128, coarse,	\$100.00	\$125.00	\$130.00
				fine, each	\$100.00	\$130.00	\$140.00
			d.	Unit Weight, ASTMA C-29, each	\$150.00	\$75.00	\$120.00
			e.	Organic impurities (Calorimetric) ASTM C-40, each	\$50.00	\$125.00	\$130.00
				Effect of organic impurities, ASTM C-87, each	\$75.00	\$135.00	\$0.00
			-	Clay lumps in aggregate, AASHTO T-112, each	\$75.00	\$275.00	\$150.00
				Soft particles in aggregate, ASDTM C-238, each	\$75.00	\$275.00	\$150.00 \$450.00
				Friable particles in aggregate, ASTM C-142, each Abrasion (Los Angeles Rattler), ASTM C-131, each	\$75.00 \$350.00	\$275.00 \$375.00	\$150.00 \$400.00
				Preparation of sample for abrasion test, if crushed, each	\$250.00	\$75.00 \$75.00	\$0.00
				Staining Test, light weight aggregate, ASTM C-641, each	At Cost	\$200.00	\$0.00
				Loss an ignition, light weight aggregate, each	At Cost	\$75.00	\$700.00
				Sulfate soundness, Sodium or Magnesium, ASTM-88, five (5) cycle.	\$1,500.00		
				Each additional five cycles without loss determination, each		\$800.00	\$0.00
		_	0.	Potential Alkali Reactivity, each	\$1,500.00	\$100.00	\$0.00
		2	_	Mix Verifications			
			d.	Initial mix, including basis test of fine and coarse aggregate, six confirmatory cylinders, per mix	\$1,500.00	\$600.00	\$700.00
			b.	Additional mixes, same aggregate, six confirmatory cylinders, per mix	\$1,000.00	\$600.00	\$700.00
				Flexural strength mix, six test beams including tests of aggregate, per mix	\$1,500.00	\$750.00	\$900.00
				Additional mixes, six test beams, some aggregate, per mix	\$1,000.00	\$750.00	\$900.00
				Light weight aggregate mixes, add to above, each	\$400.00	\$500.00	\$100.00
				Mix, no confirmatory tests (calculated), each	\$1,200.00	\$200.00	\$300.00
		_	g.	Mix designs, applicable hourly rates	\$75.00	\$85.00	\$100.00
		3	_	Testing of Cylinders and Beams	¢45.00	¢0.00	\$20.00
				Cylinders compressive strength, including curing, ASTM C-39, each Reserves, not tested, including curing, each	\$15.00 \$15.00	\$8.00 \$8.00	\$20.00 \$20.00
				Splitting Test, ASTM C-496, each	\$15.00	\$8.00 \$15.00	\$20.00 \$0.00
				Beams, per break, ASTM C-78, each	\$25.00	\$45.00	\$45.00
				Note: Engineering, consultation, evaluation and preparation of samples for			
				testing in conjunction with any above lab testing services shall be			
				charged at the Basic Engineering Services rate.			
				T. 111			
				Total Line 5	1 11	J	I I

6.			Block, Brick, Tile, Pipe			
0.	Α		Field Services			
		1	Inspection and testing manufacturer's plant, or in the field shall be charged at	At Cost	At Cost	At Cost
		•	Basic Engineering Service Rates plus testing at cost	AL 6661	AL 0031	A. 000.
		2	Mortar and/or grout cubes (6 specimens per set), per set	\$120.00	\$60.00	\$100.00
	В		Laboratory Services	\$120.00	ψου.ου	ψ100.00
	٠		Concrete Masonry Units			
		1	Compressive Strength, ASTM C-140, 5 specimens, each	\$75.00	\$60.00	\$220.00
		2	Absorption and moisture content, ASTM C-140, 5 specimens, each	\$75.00	\$75.00	\$200.00
		3	Linear drying shrinkage, ASTM C-341, minimum 3 specimens, each	At Cost	\$125.00	\$0.00
		4	Concrete masonry block prism compressive strength tests, per set	\$250.00	\$75.00	\$600.00
			Total Line 6			
7.			Metals			
	Α		Field Services			
		1	Visual shop and erection inspection, including witnessing of welder's			
			qualifications shall be charged at Basic Engineering Services Rates			
		2	Radiographic, Magnetic Particle and Ultrasonic Testing Charge			
			a. 2-man radiographic crew with camera and darkroom	At Cost + 10%	\$1,275.00	\$0.00
			b. Radiographic camera, loaded each, per hour	At Cost + 10%	\$150.00	\$0.00
			c. Radiographic darkroom on truck, per day	At Cost + 10%	\$2,500.00	\$0.00
			d. X-Ray machine, each, per hour	At Cost + 10%	\$175.00	\$0.00
			e. Magnetic particle machine (dry), per hour	\$50 (equip. only)	\$100.00	\$120.00
			f. Ultrasonic machine, per hour	\$50 (equip. only)	\$55.00	\$160.00
			g. Thickness and corrosion measurement equipment, per hour	\$50 (equip. only)	\$95.00	\$160.00
		3	Physical and Mechanical Properties Testing			
			a. Tensile test apparent yield and ultimate strength, initial sample	At Cost + 10%	\$95.00	\$200.00
			b. Guided Bend Test, each	At Cost + 10%	\$90.00	\$200.00
			Total Line 7			
8.			Non-Destructive Structural / Materials Evaluation			
	Α		Fabrication / Erection Evaluation: Evaluation of any or all of the following			
			as established by project specification: dimensional tolerance, material			
			certifications, welds by visual techniques, welding procedures, welder /			
			weld operator, certifications, paint thickness, material storage conditions,			
			column alignment, elevation verifications, bolt hole alignments and bolt			
			torque, weld by visual techniques, steel decking, prime touch up			
			and/or final painting			
		1	AS / ASNT Senior Level Certified Technician, per hour	\$200.00	\$95.00	\$175.00
		2	AWS / ASNT Certified Technician, per hour	\$125.00	\$85.00	\$160.00
		3	ASNT Level II Technician, per hour	\$150.00	\$95.00	\$160.00
	_	4	ASNT Level I Technician, per hour	\$100.00	\$75.00	\$130.00
	В		Field Non-Destructive Testing-by ASNT Level II Technician	6450.00	*05.00	6400.00
		1	Visible dye or fluorescent penetrant, per hour	\$150.00	\$85.00	\$130.00
		2	Magnetic particle-wet or dry, per hour	\$150.00	\$85.00	\$130.00
		3	Ultrasonic testing, per hour	\$150.00	\$95.00	\$160.00
		4	Ultrasonic equipment charge, per hour	\$50.00	\$5.00 \$05.00	\$140.00
		5	Eddy current testing, per hour	At Cost + 10%	\$95.00	\$160.00
		6	Eddy current equipment charge, per hour	At Cost + 10%	\$15.00	\$140.00
		7	X or Gamma Radiography (Iridium 192), per hour, per crew	At Cost + 10%	\$250.00	\$0.00
		8	Gamma Radiography (Cobalt 60) per hour, per crew	At Cost + 10%	\$350.00	\$0.00
		9	Ground Penetrating Radar	\$200.00	*****	\$000.0C
			a. Minimum rate 1/2 day rate (4 hours), per hour	\$300.00	\$800.00	\$800.00
			b. Minimum daily rate (8 hours), per hour	\$300.00	\$1,200.00	\$1,500.00
		10	c. Supplemental rate, per hour Seismic refraction, per hour	\$300.00 At Cost + 10%	\$50.00 \$175.00	\$200.00 \$160.00

				_		_
	11		Laboratory Services			
		a.	Liquid penetrant, per hour	\$90.00	\$85.00	\$110.00
			Magnetic particle, per hour	\$90.00	\$85.00	\$110.00
		c.	Rockwell testing, per set	At Cost + 10%	\$135.00	\$130.00
		d.	Guided bend test, each	At Cost + 10%	\$85.00	\$130.00
		e.	Tensile test, each	At Cost + 10%	\$85.00	\$130.00
		f.	Machine charges, each	At Cost + 10%	\$95.00	\$100.00
	12		Radiographic welder coupon			
		a.	Plant, each	\$125.00	\$95.00	\$200.00
	- 1	b.	Pipe, each	\$150.00	\$95.00	\$200.00
	13		Welding procedure qualifications			
		a.	ASME, each	\$1,200.00	\$450.00	\$300.00
		b.	AWS, each	\$1,000.00	\$175.00	\$300.00
	14		Ultrasonic testing, per hour	\$150.00	\$95.00	\$160.00
	15		Equipment charge for ultrasonic testing, per day	\$0.00	\$5.00	\$140.00
	16		Eddy current testing, per hour	At Cost + 10%	\$115.00	\$160.00
	17		Equipment charge for eddy current testing, per day	At Cost + 10%	\$5.00	\$140.00
	18		X or Gamma Radiography			
		a.	ASNT Level III, per hour	At Cost + 10%	\$125.00	\$250.00
		b.	Materials Engineer, per hour	At Cost + 10%	\$135.00	\$175.00
		c.	Materials Consultant, per hour	At Cost + 10%	\$145.00	\$175.00
		d.	Mobile darkroom mileage, per mile	At Cost + 10%	\$0.85	\$0.00
		e.	Radiographic film, current market price plus (Not to exceed 5%)	At Cost + 10%	5%	5%
			Special transducers required, cost plus (Not to exceed 5%)	At Cost + 10%	5%	5%
			Special probes, cost plus (Not to exceed 5%)	At Cost + 10%	5%	5%
	19	-	ASTM D 2938-Unconfined compressive (PSI), each	\$250.00	5%	\$240.00
	20		L.A. Abrasives (ASTM C 131), each	\$400.00	\$375.00	\$400.00
	21		L.A. Abrasives (ASTM C 535), each	\$400.00	\$375.00	\$400.00
	22		Fireproofing thickness, per hour	\$80.00	\$85.00	\$100.00
	23		Torque wrench / rebound hammer charge, per day	\$100 (equipment)	\$150.00	\$160.00
	24		Floor flatness (F-Meter) charge, per day	\$100 (equipment)	\$175.00	\$160.00
				,	·	· ·
			Total Line 8			
9.			Roofing			
A.			Field Services			
			Roofing installation inspection and project meetings shall			
			be charged at Basic Engineering Services Rates			
B.			Laboratory Services			
			Roofing Materials			
	1		Dissection, including total weight, number plies, interply bitumen,			
			ton bitumen, addredate weight and diagramming, per sample			
		a	top bitumen, aggregate weight and diagramming, per sample With aggregates (asphalt or coal tar)	\$75.00	\$175.00	\$0.00
			With aggregates, (asphalt or coal tar)	\$75.00 \$75.00	\$175.00 \$150.00	\$0.00 \$0.00
	-	b.	With aggregates, (asphalt or coal tar) Without aggregates	\$75.00	\$150.00	\$0.00
	-	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size	\$75.00 \$30.00	\$150.00 \$50.00	\$0.00 \$0.00
		b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only	\$75.00 \$30.00 \$50.00	\$150.00 \$50.00 \$75.00	\$0.00 \$0.00 \$0.00
	2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample	\$75.00 \$30.00 \$50.00 \$155.00	\$150.00 \$50.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00
	2 3	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample	\$75.00 \$30.00 \$50.00 \$155.00	\$150.00 \$50.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00
	2 3	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	2 3	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
10.	2 3	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	2 3	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
10. A.	2 3	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00
	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
A.	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
A.	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
A. B.	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$600.00 \$600.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00
A.	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$600.00 \$600.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00
A. B.	2 3 4	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$600.00 \$600.00 \$12.00 \$15.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$750.00 \$12.00 \$13.50	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00
A. B.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$600.00 \$600.00 \$12.00 \$15.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00
A. B. C.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$600.00 \$600.00 \$12.00 \$15.00 \$15.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00 \$15.00
A. B. C.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$600.00 \$600.00 \$12.00 \$15.00 \$17.00 \$100.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$18.00 \$120.00
A. B. C. D. E. F.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$600.00 \$600.00 \$15.00 \$15.00 \$17.00 \$100.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$18.00 \$120.00 \$200.00
A. B. C. D. E.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$17.00 \$17.00 \$7.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$75.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00 \$15.00 \$120.00 \$120.00 \$15.00
A. B. C. D. E. F.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$600.00 \$600.00 \$15.00 \$15.00 \$17.00 \$100.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$75.00 \$11.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$120.00 \$200.00 \$90.00
A. B. C. D. E. F. G.	1 1 2 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 1 1 1 1 1 1 1	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$600.00 \$600.00 \$12.00 \$15.00 \$17.00 \$17.00 \$100.00 \$250.00 \$7.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$150.00 \$13.50 \$17.50 \$17.50 \$150.00 \$11.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00 \$15.00 \$120.00 \$15.00 \$120.00 \$15.00
A. B. C. D. E. F.	1 1 2 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 1 1 1 1 1 1 1	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$100.00 \$250.00 \$7.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$17.50 \$11.00 \$60.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$120.00 \$200.00 \$90.00
A. B. C. D. E. F. G.	2 3 4 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples)	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$62.00 \$200.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$150.00 \$110.00 \$10.00 \$70.00 \$300.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00 \$90.00 \$120.00 \$300.00
A. B. C. D. E. F. G.	1 1 2 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 2 1 1 1 1 1 1 1 1 1 1	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NC rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$600.00 \$600.00 \$12.00 \$15.00 \$17.00 \$17.00 \$100.00 \$250.00 \$7.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$150.00 \$13.50 \$17.50 \$17.50 \$150.00 \$11.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00
A. B. C. D. E. F. G.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$17.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$62.00 \$200.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$150.00 \$13.50 \$15.50 \$17.50 \$150.00 \$150.00 \$150.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00 \$10.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$12.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00 \$120.00 \$300.00 \$4,000.00 \$5,000.00
A. B. C. D. E. F. G.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour Supplemental rate, per hour	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$17.00 \$17.00 \$250.00 \$7.00 \$62.00 \$20.00 \$1,800.00 \$2,500.00 \$300.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$15.00 \$111.00 \$60.00 \$70.00 \$300.00 \$1,400.00 \$2,800.00 \$300.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00 \$120.00 \$300.00 \$4,000.00 \$5,000.00 \$300.00
A. B. C. D. E. F. G.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NX rox Cock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$600.00 \$250.00 \$300.00 \$250.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$150.00 \$11.00 \$10.00 \$300.00 \$300.00 \$300.00 \$2,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00 \$300.00 \$300.00 \$300.00 \$2,500.00
A. B. C. D. E. F. G. H. I.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$17.00 \$17.00 \$250.00 \$7.00 \$62.00 \$20.00 \$1,800.00 \$2,500.00 \$300.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$15.00 \$111.00 \$60.00 \$70.00 \$300.00 \$1,400.00 \$2,800.00 \$300.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00 \$120.00 \$300.00 \$4,000.00 \$5,000.00 \$300.00
A. B. C. D. E. F. G.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day Piezometer, backfilled with cuttings, non-grouted	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$15.00 \$11.00 \$11.00 \$2,800.00 \$300.00 \$2,800.00 \$300.00 \$500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$120.00 \$200.00 \$15.00 \$90.00 \$120.00 \$300.00 \$300.00 \$2,500.00 \$250.00
A. B. C. D. E. F. G. H. I.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day Piezometer, backfilled with cuttings, non-grouted for water level measurements, per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$15.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$62.00 \$62.00 \$250.00 \$250.00 \$250.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$75.00 \$11.00 \$300.00 \$300.00 \$2,800.00 \$300.00 \$1,400.00 \$300.00 \$2,500.00 \$500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$120.00 \$120.00 \$15.00 \$120.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00 \$15.00
A. B. C. D. E. F. G. H. I.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day Piezometer, backfilled with cuttings, non-grouted for water level measurements, per LF Premium for sand pack and bentonite seal of piezometer, each	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$17.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$62.00 \$200.00 \$1,800.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$750.00 \$13.50 \$15.50 \$17.50 \$150.00 \$110.00 \$10.00 \$10.00 \$2,500.00 \$2,500.00 \$2,500.00 \$25.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$120.00 \$120.00 \$200.00 \$300.00 \$300.00 \$300.00 \$2,500.00 \$250.00 \$0.00
A. B. C. D. E. F. G. H. I.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day Piezometer, backfilled with cuttings, non-grouted for water level measurements, per LF Premium for sand pack and bentonite seal of piezometer, each Grout seal boreholes (\$ 50.00 min. per borehole), per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$17.00 \$17.00 \$17.00 \$17.00 \$250.00 \$7.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$150.00 \$150.00 \$150.00 \$140.00 \$2,800.00 \$300.00 \$500.00 \$500.00 \$15.00 \$15.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$200.00 \$200.00 \$10.00 \$300.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$1,000
A. B. C. D. E. F. G. H. I. M. N.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Minimum daily rate (8 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day Piezometer, backfilled with cuttings, non-grouted for water level measurements, per LF Premium for sand pack and bentonite seal of piezometer, each	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$17.00 \$17.00 \$100.00 \$250.00 \$7.00 \$52.00 \$62.00 \$200.00 \$1,800.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$750.00 \$13.50 \$15.50 \$17.50 \$150.00 \$110.00 \$10.00 \$10.00 \$2,500.00 \$2,500.00 \$2,500.00 \$25.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$120.00 \$120.00 \$200.00 \$300.00 \$300.00 \$300.00 \$2,500.00 \$250.00 \$0.00
A. B. C. D. E. F. G. H. I. M. N.	2 3 4 1 2 1 2 1 2	b. c.	With aggregates, (asphalt or coal tar) Without aggregates Trimming sample to proper size Diagramming only Moisture Contents of felts, ASTM D-95, per sample Unit Weight of felts, ASTM C-461, per sample Moisture Content of aggregate, ASTM D-18864, per sample Total Line 9 Drilling Services Mobilization and demobilization of rig All terrain mounted, each Truck mounted, each Truck mounted, each Auger Boring 0-50 feet, per LF Greater than 50 feet, per LF Soil test boring with standard penetration resistance 0-50 feet, per LF Greater than 50 feet, per LF Undisturbed sample (3"), each Piston Samples (3"), each Setting and removing casing for rock coring, per LF NX or NQ rock coring with report of rock quality designation and percent recovery 0-50 feet, per LF Greater than 50 feet, per LF Difficult moving, water hauling, per hour Direct Push (includes collection of ground water and soil samples) Minimum rate 1/2 day rate (4 hours), per hour Supplemental rate, per hour Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day Piezometer, backfilled with cuttings, non-grouted for water level measurements, per LF Premium for sand pack and bentonite seal of piezometer, each Grout seal boreholes (\$ 50.00 min. per borehole), per LF	\$75.00 \$30.00 \$50.00 \$155.00 \$125.00 \$125.00 \$125.00 \$125.00 \$12.00 \$15.00 \$17.00 \$17.00 \$17.00 \$17.00 \$250.00 \$7.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00 \$250.00	\$150.00 \$50.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$750.00 \$12.00 \$13.50 \$15.50 \$17.50 \$150.00 \$150.00 \$150.00 \$140.00 \$2,800.00 \$300.00 \$500.00 \$500.00 \$15.00 \$15.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1,000.00 \$900.00 \$15.00 \$15.00 \$15.00 \$200.00 \$200.00 \$10.00 \$300.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$1,000

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11.	Environmental Services			
Α.	Water / NPDES Monitoring			
1	Comprehensive Monitoring Plan, (CMP), LS	\$1,000,00	TBD	\$0.00
2	Monthly NPDES service (includes weekly inspection / sampling), per month	\$2,000.00	\$375.00	\$1,200.00
3	Automated sampler rental, per sampler, per month	\$500.00	\$125.00	\$0.00
4	Testing turbidity of water - GSP 20, per test	\$40.00	\$25.00	\$40.00
5	Testing Turbidity of water - GDT 109, per test	\$40.00	\$35.00	\$40.00
6	Erosion control report, each	\$250.00	\$75.00	\$80.00
7	pH test, per test	\$40.00	\$45.00	\$20.00
8	Chloride / sulfate test, per test	\$100.00	\$75.00	\$40.00
9	Monthly NPDES report to EPD, each	\$250.00	\$75.00	\$150.00
В.	Asbestos Testing	V =20000	7	*******
	Testing of asbestos in accordance with 1985 edition (purple book)			
	EPA Guidance for controlling Asbestos Materials in Buildings			
	EPA Method 560 / 5-85-024, per test	10/sample	\$20.00	\$15.00
C.	Chemical / Hydrocarbon Testing		7=1111	******
1	Subsurface chemical testing for Total Petroleum			
	Hydrocarbon (TPH), each	65/sample	\$65.00	\$100.00
2	Subsurface chemical testing for Total Petroleum		•	·
	Benzene Toluene Ethyl Xylene (BTEX), each	55/sample	\$55.00	\$100.00
3	Subsurface chemical testing for Total Petroleum	•	•	
	Polynuclear Aromatic Hydrocarbon (PAH)	80/sample	\$115.00	\$100.00
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	Total Line 11			
12.	Traffic Control and Equipment Rental			
A.	Cones, barriers and signage, per day	\$2,000.00	\$2,000.00	\$500.00
B.	Flagman, per hour	\$65.00	\$50.00	\$65.00
C.	Heavy Equipment rentals to include operator and			
	transportation to and from site, cost plus	10%	15%	15%
	Minimum On-Site Charge for Field Services	\$0.00	\$0.00	\$0.00
	Total Line 12			
	Total Bid			

					United Consulting	ECS Southeast LLC
Line				Item Description	Norcross, GA	Marietta, GA
1.				Basic Engineering Service Rates		
	A.			Engineering Services		
		1		Project Geologist, per hour	\$180.00	\$70.00
		2		Structural Engineer, P. E., per hour	\$180.00	\$125.00
		3 4		Geotechnical Engineer, P. E., per hour	\$180.00	\$80.00
		5		Environmental Engineer, P. E., per hour Staff Engineer, per hour	\$180.00 \$135.00	\$85.00 \$80.00
		6		Project Engineer / Project Manager, P. E., per hour	\$180.00	\$100.00
		7		Senior Engineer / Senior Project Manager, P. E., per hour	\$210.00	\$100.00
		8		Senior Engineer / Division Manager, P. E., per hour	\$215.00	\$130.00
		9		Chief Engineer / Prinicipal, P. E., per hour	\$265.00	\$160.00
		10		CAD Operator / Draftsperson, per hour	\$105.00	\$50.00
	B.			Technician Services		
		1		Chief Engineering Technician, per hour	\$110.00	\$75.00
		2		Metals Technician / Inspector, per hour	\$110.00	\$75.00
		3 4		Concrete Technician / Inspector, per hour	\$75.00 \$75.00	\$60.00 \$65.00
		5		Soils Technician / Inspector, per hour Environmental Technician / Inspector, per hour	\$75.00 \$75.00	\$65.00
		6		Asphalt Technician / Inspector, per hour	\$95.00	\$60.00
		7		Registered Roof Observer (by the Roof Consultants Inst.), per hour	\$180.00	\$100.00
		8		Registered Roof Consultant, per hour	\$180.00	\$80.00
		9		General Engineering Technician / Inspector, per hour	\$110.00	\$55.00
		10		Certified Industrial Hygienist, per hour	\$180.00	\$150.00
	C.			Clerical Services		
				Secretarial, per hour	\$70.00	\$55.00
	D.			Special Services, Basic Engineering Rates	At Cost	At Cost
				Total Line 1		
				Total Ellic 1		
2.				Soils		
	A.			Field Services	4== 00	455.00
	ь			Field density tests either by drive cylinder, sand cone nuclear gauge, per hour	\$75.00	\$55.00
	B.	1		Laboratory Services		
		'	2	Standard Compaction Test (Method D does not include grain size) Method A (4" mold), per test	\$135.00	\$95.00
				Method B, C, or D (6" mold), per test	\$135.00	\$95.00
				Standard Proctor, per test	\$135.00	\$95.00
		2		Modified Compaction Test including rough plots and grain size curves except		
				on base rock. Method D does not include grain size.		
			a.	Method A (4" mold), per test	\$160.00	\$95.00
				Method B, C, or D (6" mold), per test	\$160.00	\$95.00
			C.	Standard Proctor, per test	\$160.00	\$95.00
		3		CBR at optimum moisture content, including laboratory compaction test with	****	****
		4		plot of compaction and CBR curves, each CBR, Corps of Engineers Method, each	\$620.00 \$620.00	\$200.00 \$500.00
		5		Natural moisture content, each	\$22.00	\$12.00
		6		Atterberg limits, each	\$95.00	\$70.00
		7		Grain size, each	\$160.00	\$65.00
		8		Washed 200, each	\$140.00	\$45.00
		9		Washed 200 + Hydrometer, each	\$160.00	\$100.00
		10		Consolidation Test		
				Undisturbed sample, each	\$620.00	\$600.00
			D.	Remolded sample, each	\$710.00	\$160.00
		11	_	Triaxial Shear Test	\$470.00	\$4.700.00
				Pile load testing ASTM (D1153), each Pile Driving monitoring, per LF	\$170.00 \$67.00	\$1,700.00 \$990.00
				UU Test, each	\$310.00	\$220.00
				CU Test, each	\$1,055.00	\$990.00
				CU Test with pore pressure, each	\$1,055.00	\$990.00
				Add for remold, each	\$100.00	\$50.00
			g.	Unconfined compressive strength test, each	\$45.00	\$80.00
				(to calculate shear strength of soil)		
		12	_	Permeability testing (Triaxial appartus)	6405.00	****
				Remolded, each	\$425.00 \$335.00	\$300.00 \$375.00
		13	υ.	Undisturbed, each Triaxial compression test, consolidated, undrained, per pt.	\$325.00 \$1,055.00	\$275.00 \$325.00
		14		California Bearing Ration (CBR), each pt.	\$1,055.00 \$170.00	\$325.00 \$175.00
		15		Swell Test on CBR, each	\$22.00	\$50.00
		16		Sand Equivalent Test GDT63, each	\$230.00	\$75.00
		17		Soil resistivity, each	\$160.00	\$70.00
				Total Line 2		
3.				Soil Cement		
**	A.			Field Services		
				Observation of soil cement field placement, per hour	\$55.00	\$55.00

	B.	1		Laboratory Services	\$4.055.00	¢500.00
		2		First soil cement mixture (includes calcium absorption test on soil sample) Each additional cement content using same sample, add	\$1,055.00 \$165.00	\$500.00 \$125.00
		3		For wetting and drying tests, add for each cement content	\$100.00	\$125.00
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				Total Line 3		
4.				Asphaltic Materials		
	A.			Field Services	¢05.00	* FF 00
		1		Observation and field testing of asphaltic concrete placement, per hour Two-man asphaltic concrete coring crew, including trailer and equipment, per hour	\$85.00 \$130.00	\$55.00 \$150.00
		-		Two mail aspiratio concrete coming crow, including trailer and equipment, per neur	\$100.00	\$100.00
	B.			Laboratory Services-Asphaltic Materials and Tests		
		1		Asphaltic Concrete Mix Design		
				Marshall method, per design	\$115.00 \$240.00	\$100.00
				Hubbard-field method, per design, two inch Hubbard-field method, per design, six inch	\$240.00 \$285.00	\$125.00 \$150.00
		2	٥.	Bitumen content only, per test	\$165.00	\$150.00
		3		Bitumen and gradation of asphaltic concrete, per test	\$185.00	\$200.00
		4		Density, samples F.O.B. laboratory		
				Already mixed, per test	\$80.00	\$100.00
		5	D.	Not already mixed, per test Hubbard-field stabililty, samples F.O.B. laboratory	\$165.00	\$120.00
		J	a.	Three specimens, two inches	\$135.00	\$150.00
				Three specimens, six inches	\$185.00	\$175.00
		6		Marshall Method Stability, three specimens	\$165.00	\$125.00
				Total Line 4		
5.				Concrete and Cement		
0.	A.			Field Services		
		1		Concrete quality control inspection and testing - per hour	\$75.00	\$55.00
		2		Cylinders (3 specimens per set), ASTM C-39, per set	\$50.00	\$45.00
		3		Reserve cylinders, each	\$15.00	\$15.00
		4		Inspection and testing of ready mix plants charged at the	At Cost	At Cost
		5		Basic Engineering rates plus testing at cost Cylinders made by others shall be picked up and delivered to the laboratory	At Cost	At Cost
				on a time and travel charge basis at the Basic Engineering Service Rates.		
				A charge of \$ 24.00 per case of 24 plastic cylinder molds will be accessed		
		_		when cylinders are made by others	\$130.00	\$24.00
		6		Non-Destructive inspection and testing of concrete products and structures,		
				including failures and flexural testing of concrete beams shall be charged at the Basic Engineering Service Rates, plus velocity attenuation equipment		
				charged at cost	At Cost	At Cost
		7		Concrete Coring		
			a.	Two-man crew plus machine, per hour	\$240.00	\$200.00
				Machine only, per hour (rental)	\$110.00	\$50.00
	B.		c.	Compressive strength test, each Laboratory Services	\$45.00	\$15.00
	ъ.	1		Concrete Materials		
			a.	Sieve Analysis, Dry ASTM C-136, each	\$60.00	\$55.00
				Finer than No. 200 Sieve, ASTM C-117, each	\$60.00	\$50.00
			b.	Specific gravity, ASTM C-127 or C-126, coarse,		
			_	fine, each Absorption, ASTM C-127 or C-128, coarse,	\$160.00 \$60.00	\$50.00 \$60.00
			U.	fine, each	\$60.00	\$50.00
			d.	Unit Weight, ASTMA C-29, each	\$60.00	\$50.00
			e.	Organic impurities (Calorimetric) ASTM C-40, each	\$190.00	\$40.00
				Effect of organic impurities, ASTM C-87, each	\$190.00	\$100.00
			-	Clay lumps in aggregate, AASHTO T-112, each	\$110.00 \$445.00	\$60.00
				Soft particles in aggregate, ASDTM C-238, each Friable particles in aggregate, ASTM C-142, each	\$115.00 \$115.00	\$90.00 \$80.00
				Abrasion (Los Angeles Rattler), ASTM C-131, each	\$180.00	\$160.00
				Preparation of sample for abrasion test, if crushed, each	\$145.00	\$40.00
			I.	Staining Test, light weight aggregate, ASTM C-641, each	\$180.00	\$1,520.00
				Loss an ignition, light weight aggregate, each	\$120.00	\$100.00
			n.	Sulfate soundness, Sodium or Magnesium, ASTM-88, five (5) cycle. Each additional five cycles without loss determination, each	\$340.00	\$125.00
			0.	Potential Alkali Reactivity, each	\$980.00	\$100.00
		2		Mix Verifications	,	,
			a.	Initial mix, including basis test of fine and coarse aggregate, six confirmatory		
				cylinders, per mix	\$270.00	\$500.00
				Additional mixes, same aggregate, six confirmatory cylinders, per mix	\$135.00 \$400.00	\$150.00 \$450.00
				Flexural strength mix, six test beams including tests of aggregate, per mix Additional mixes, six test beams, some aggregate, per mix	\$400.00 \$400.00	\$450.00 \$350.00
				Light weight aggregate mixes, add to above, each	\$55.00	\$20.00
				Mix, no confirmatory tests (calculated), each	\$55.00	\$150.00
			g.	Mix designs, applicable hourly rates	\$110.00	\$90.00
		3	_	Testing of Cylinders and Beams	647.00	£45.00
				Cylinders compressive strength, including curing, ASTM C-39, each Reserves, not tested, including curing, each	\$17.00 \$17.00	\$15.00 \$15.00
				Splitting Test, ASTM C-496, each	\$85.00	\$45.00
					•	

					I I	1 440.00
			d.	Beams, per break, ASTM C-78, each	\$37.00	\$40.00
				Note: Engineering, consultation, evaluation and preparation of samples for testing in conjunction with any above lab testing services shall be		
				charged at the Basic Engineering Services rate.		
				charged at the basic Engineering Services rate.		
				Total Line 5		
6.				Block, Brick, Tile, Pipe		
	A.	4		Field Services		
		1		Inspection and testing manufacturer's plant, or in the field shall be charged at Basic Engineering Service Rates plus testing at cost	At Cost	At Cost
		2		Mortar and/or grout cubes (6 specimens per set), per set	\$110.00	\$75.00
	B.	_		Laboratory Services	711111	¥1.3133
				Concrete Masonry Units		
		1		Compressive Strength, ASTM C-140, 5 specimens, each	\$400.00	\$100.00
		2		Absorption and moisture content, ASTM C-140, 5 specimens, each	\$50.00	\$50.00
		3		Linear drying shrinkage, ASTM C-341, minimum 3 specimens, each	\$270.00	\$75.00
		4		Concrete masonry block prism compressive strength tests, per set	\$75.00	\$50.00
				Total Line 6		
				Total Line o		
7.				Metals		
	A.			Field Services		
		1		Visual shop and erection inspection, including witnessing of welder's		
				qualifications shall be charged at Basic Engineering Services Rates	1	
		2		Radiographic, Magnetic Particle and Ultrasonic Testing Charge	\$070.00	\$450.00
				2-man radiographic crew with camera and darkroom	\$270.00 \$600.00	\$150.00 \$80.00
				Radiographic camera, loaded each, per hour	\$900.00	\$80.00 \$50.00
				Radiographic darkroom on truck, per day X-Ray machine, each, per hour	\$900.00	\$50.00 \$50.00
				Magnetic particle machine (dry), per hour	\$120.00	\$0.00
				Ultrasonic machine, per hour	\$120.00	\$0.00
				Thickness and corrosion measurement equipment, per hour	\$150.00	\$0.00
		3		Physical and Mechanical Properties Testing		
			a.	Tensile test apparent yield and ultimate strength, initial sample	\$210.00	\$100.00
			b.	Guided Bend Test, each	\$180.00	\$55.00
				Total Line 7		
				Total Ellic /		
8.				Non-Destructive Structural / Materials Evaluation		
	A.			Fabrication / Erection Evaluation: Evaluation of any or all of the following		
				as established by project specification: dimensional tolerance, material		
				certifications, welds by visual techniques, welding procedures, welder /		
				weld operator, certifications, paint thickness, material storage conditions,		
				column alignment, elevation verifications, bolt hole alignments and bolt		
				torque, weld by visual techniques, steel decking, prime touch up and/or final painting		
		1		AS / ASNT Senior Level Certified Technician, per hour	\$110.00	\$105.00
		2		AWS / ASNT Certified Technician, per hour	\$85.00	\$115.00
		3		ASNT Level II Technician, per hour	\$85.00	\$115.00
		4		ASNT Level I Technician, per hour	\$85.00	\$105.00
	B.			Field Non-Destructive Testing-by ASNT Level II Technician		
		1		Visible dye or fluorescent penetrant, per hour	\$95.00	\$65.00
		2		Magnetic particle-wet or dry, per hour	\$95.00	\$65.00
		3		Ultrasonic testing, per hour	\$95.00	\$65.00
		4		Ultrasonic equipment charge, per hour	\$120.00 \$95.00	\$10.00 \$45.00
		5 6		Eddy current testing, per hour Eddy current equipment charge, per hour	\$95.00 \$180.00	\$45.00 \$10.00
		7		X or Gamma Radiography (Iridium 192), per hour, per crew	\$145.00	\$105.00
		8		Gamma Radiography (Cobalt 60) per hour, per crew	\$145.00	\$125.00
		9		Ground Penetrating Radar		
			a.	Minimum rate 1/2 day rate (4 hours), per hour	\$1,850.00	\$165.00
			b.	Minimum daily rate (8 hours), per hour	\$2,600.00	\$165.00
			c.	Supplemental rate, per hour	\$480.00	\$165.00
		10		Seismic refraction, per hour	\$180.00	\$165.00
		11		Laboratory Services		
			a.	Liquid penetrant, per hour	\$65.00	\$40.00
			b.	Magnetic particle, per hour	\$65.00	\$45.00
				Rockwell testing, per set	\$60.00	\$50.00
				Guided bend test, each	\$60.00	\$50.00
				Tensile test, each	\$80.00	\$50.00
		12	t.	Machine charges, each	\$75.00	\$40.00
		12	2	Radiographic welder coupon Plant, each	\$170.00	\$80.00
				Pipe, each	\$170.00	\$80.00 \$100.00
		13		Welding procedure qualifications	******	,
			a.	ASME, each	\$400.00	\$80.00
				AWS, each	\$400.00	\$80.00
		14		Ultrasonic testing, per hour	\$85.00	\$100.00
		15		Equipment charge for ultrasonic testing, per day	\$110.00	\$0.00
		16		Eddy current testing, per hour	\$85.00	\$100.00

			17	Equipment charge for eddy current testing, per day	\$110.00	\$0.00
			18	X or Gamma Radiography	,	,
			i	a. ASNT Level III, per hour	\$110.00	\$125.00
			-	o. Materials Engineer, per hour	\$135.00	\$125.00
				c. Materials Consultant, per hour	\$180.00	\$125.00
				d. Mobile darkroom mileage, per mile	\$0.0690	\$0.57
				e. Radiographic film, current market price plus (Not to exceed 5%)	3.50%	5.00%
				f. Special transducers required, cost plus (Not to exceed 5%)	3.50%	5.00%
			19	 g. Special probes, cost plus (Not to exceed 5%) ASTM D 2938-Unconfined compressive (PSI), each 	3.50% \$75.00	5.00% \$165.00
			20	L.A. Abrasives (ASTM C 131), each	\$180.00	\$180.00
			21	L.A. Abrasives (ASTM C 535), each	\$180.00	\$180.00
			22	Fireproofing thickness, per hour	\$110.00	\$50.00
			23	Torque wrench / rebound hammer charge, per day	\$15.00	\$25.00
			24	Floor flatness (F-Meter) charge, per day	\$60.00	\$150.00
				Total Line 8		
	9.			Roofing		
		A.		Field Services		
				Roofing installation inspection and project meetings shall		
		В.		be charged at Basic Engineering Services Rates		
		В.		Laboratory Services Roofing Materials		
			1	Dissection, including total weight, number plies, interply bitumen,		
				top bitumen, aggregate weight and diagramming, per sample		
				a. With aggregates, (asphalt or coal tar)	\$600.00	\$175.00
			-	Without aggregates	\$700.00	\$150.00
				c. Trimming sample to proper size	\$480.00	\$35.00
				d. Diagramming only	\$60.00	\$85.00
			2	Moisture Contents of felts, ASTM D-95, per sample	\$360.00	\$50.00
			3	Unit Weight of felts, ASTM C-461, per sample	\$60.00	\$50.00
			4	Moisture Content of aggregate, ASTM D-18864, per sample	\$90.00	\$30.00
				Total Line 9		
1	10.	^		Drilling Services		
		A.	1	Mobilization and demobilization of rig All terrain mounted, each	\$810.00	\$750.00
			2	Truck mounted, each	\$690.00	\$500.00
		В.	_	Auger Boring	*******	********
			1	0-50 feet, per LF	\$12.00	\$6.75
			2	Greater than 50 feet, per LF	\$13.00	\$7.75
		C.		Soil test boring with standard penetration resistance		
			1	0-50 feet, per LF	\$14.00	\$16.50
		_	2	Greater than 50 feet, per LF	\$18.00	\$17.50
		D.		Undisturbed sample (3"), each	\$125.00	\$65.00
		E. F.		Piston Samples (3"), each Setting and removing casing for rock coring, per LF	\$210.00 \$18.00	\$85.00 \$7.00
		G.		NX or NQ rock coring with report of rock quality designation and percent recovery	\$10.00	φ1.00
		٥.	1	0-50 feet, per LF	\$100.00	\$65.00
			2	Greater than 50 feet, per LF	\$105.00	\$75.00
		H.		Difficult moving, water hauling, per hour	\$300.00	\$200.00
		I.		Direct Push (includes collection of ground water and soil samples)		
			1	Minimum rate 1/2 day rate (4 hours), per hour	\$1,300.00	\$200.00
			2	Minimum daily rate (8 hours), per hour	\$2,700.00	\$225.00
		,	3	Supplemental rate, per hour	\$330.00 \$3,400.00	\$200.00 \$1.350.00
		J. K.		Dozer Rental for clearing access to boring locations and moving drill rig, per day Water Tank, per day	\$2,400.00 \$270.00	\$1,250.00 \$200.00
		L.		Piezometer, backfilled with cuttings, non-grouted	φ210.00	Ψ200.00
				for water level measurements, per LF	\$60.00	\$9.00
		M.		Premium for sand pack and bentonite seal of piezometer, each	\$25.00	\$0.00
		N.		Grout seal boreholes (\$ 50.00 min. per borehole), per LF	\$25.00	\$7.00
		Ο.		Subsistence: 2 man crew, per day	\$1,490.00	\$250.00
				Total Line 10		
1	11.			Environmental Services		
		A.		Water / NPDES Monitoring	1	
			1	Comprehensive Monitoring Plan, (CMP), LS	\$110.00	\$900.00
			2	Monthly NPDES service (includes weekly inspection / sampling), per month	\$1,020.00	\$850.00
			3 4	Automated sampler rental, per sampler, per month	\$270.00 \$35.00	\$130.00 \$35.00
			4 5	Testing turbidity of water - GSP 20, per test Testing Turbidity of water - GDT 109, per test	\$35.00 \$35.00	\$25.00 \$25.00
			6	Erosion control report, each	\$33.00 \$110.00	\$25.00 \$25.00
			7	pH test, per test	\$30.00	\$15.00
			8	Chloride / sulfate test, per test	\$110.00	\$30.00
			9	Monthly NPDES report to EPD, each	\$110.00	\$75.00
		B.		Asbestos Testing		
				Testing of asbestos in accordance with 1985 edition (purple book)		
				EPA Guidance for controlling Asbestos Materials in Buildings	ı	ı l

		EPA Method 560 / 5-85-024, per test	\$35.00	\$30.00
	C.	Chemical / Hydrocarbon Testing		
	1	Subsurface chemical testing for Total Petroleum		
		Hydrocarbon (TPH), each	\$110.00	\$45.00
	2	Subsurface chemical testing for Total Petroleum		
		Benzene Toluene Ethyl Xylene (BTEX), each	\$60.00	\$50.00
	3	Subsurface chemical testing for Total Petroleum		
		Polynuclear Aromatic Hydrocarbon (PAH)	\$110.00	\$80.00
		Total Line 11		
12.		Traffic Control and Equipment Rental		
	A.	Cones, barriers and signage, per day	\$1,150.00	\$50.00
	B.	Flagman, per hour	\$100.00	\$50.00
	C.	Heavy Equipment rentals to include operator and		
		transportation to and from site, cost plus	12%	10%
		Minimum On-Site Charge for Field Services		
			Avg Price	Avg Price
			Increase 22.73%	Increase 0.87%

Denotes Price Increase



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 229/2024

Approve the renewal of the annual contract for RFQ #42-026 Public Works & **SUBJECT:**

Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated annual cost is

\$545,000.00.

Meetings:

Work Session Date: Voting Meeting Date: 06/10/24 06/13/24

Executive Summary:

Presenter: ΒN

Recommendation:

Approve.

Purpose of Request:

Approve the renewal of the annual contract for RFQ #42-026 Public Works & Utilities Program Management for Public Works & Utilities to Rochester & Associates, Inc. of Gainesville, GA. The estimated

annual cost is \$545,000.00.

History:

Rochester & Associates has provided Public Works & Utilites Program Management to the County for many years and is in good standing.

Yes

Facts and Issues:

Options:

Year four (4) of a possible five (5) year contract. There is an average 2.02% price decrease for FY25.

Funding Requested \$ 545,000.00

Are funds within current budget? Yes Source of Funds Various

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing				
CW	JG	JG	AP				
Budget	Finance	Attorney	Administration				
EW	TS	WLI	CR				
	Clerk						
JR							

Attachments:

Financial Supplement Contract Price Comparison 2024 Purchase Order



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 229/2024

Funds Requested: \$ 545,000.00 Request Budgeted: Yes
Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$545,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

05/06/2024

Date:

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

Bid/Contract No: 42-026-3

Bid/Contract Name: Public Works & Utilities Program Management

Department(s) Requesting Contract: Public Works

Award Recipient Name: Rochester & Associates

Contract Description:

 \boxtimes Annual Contract \square New \boxtimes Renewal

Prior Year's Spend*: \$545,000

☐ Price Increase Requested **Decrease** Percentage: -2.02%

□ Project/Service Contract Awarded Amount: \$545,000

☐ Product Contract Awarded Amount: \$0

Comments: Year four (4) of a five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 42-026

Bid/Contract Name: Public Works & Utilities Management - Renewal contract for FY25. Vendor held previous contract for the last four (4) years and is a vendor in good standing with the County. There is an average price decrease of -2.02% for FY25 *Anticipated annual spend once all invoices are in by end-of-year.

Public Works & Utilities Program Management Annual Contract

March 28, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #42-026, Public Works & Utilities Program Management Annual Contract, dated April 14, 2022 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one-year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

ROCHESTER & ASSOCIATES	HALL COUNTY, GEORGIA
By: Brint Name: Brian K. Kochester Title: President	By Richard Higgins, Chairman Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
10 Day of April , 2024	County Clerk
1	Approved as to Form
Notary Public:	- year in
Notary commission expires: 100425	
BA PUBLIC &	
The COUNTY Street	

Attachment A

Public Works & Utilities Program Management Annual Contract

March 28, 2024

Que	Ottachal	har valid	Pote	anned le
See	arragned	nowray	race	Schedule
		<u> </u>		

Exhibit A

SCHEDULE OF RATES

Hourly Rates:

Entitlement Specialist	375.00 per hour
Principal	270.00 per hour
Project Director	240.00 per hour
Director of Development Strategies	205.00 per hour
Senior Project Manager	210.00 per hour
Senior Surveyor	190.00 per hour
Senior Engineer	190.00 per hour
Senior GIS Enterprise Administrator	185.00 per hour
Senior Landscape Architect	175.00 per hour
Project Manager	190.00 per hour
Senior Designer	150.00 per hour
Project Surveyor	160.00 per hour
Project Engineer	160.00 per hour
Project GIS Developer	160.00 per hour
Project Landscape Architect	140.00 per hour
Project Designer	130.00 per hour
Staff Surveyor	140.00 per hour
Staff Engineer	140.00 per hour
Staff GIS Analyst	130.00 per hour
Staff Project Manager	155.00 per hour
Staff Landscape Architect	120.00 per hour
Staff Designer	120.00 per hour
Four Man Field Crew	220.00 per hour
Three Man Field Crew	200.00 per hour
Two Man Field Crew	190.00 per hour
One Man Field Crew	165.00 per hour
One Man Crew (GPS/RTK)	205.00 per hour
Two Man Crew (GPS/RTK)	220.00 per hour
CADD Technician	105.00 per hour
GIS Technician	120.00 per hour
Field Technician	80.00 per hour
Clerical	80.00 per hour

Hourly rate schedule for period from July 1, 2024 through June 30, 2025.

Reimbursable Expenses:

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.35 per square foot for black line copies.

RFP #42-026	Roch	Rochester & Assoc		
Schedule of Rates 7/1/2024 - 6/30/2025	FY24 Pricing	Requested	FY25 Increase	
Description	Per Hour	Per Hour	% Increase	
Entitlement Specialist	\$375.00	\$375.00	0.00%	
Principal	\$260.00	\$270.00	3.85%	
Project Director	\$225.00	\$240.00	6.67%	
Director of Development Strategies	\$205.00	\$205.00	0.00%	
Senior Project Manager	\$200.00	\$210.00	5.00%	
Senior Surveyor	\$180.00	\$190.00	5.56%	
Senior Engineer	\$180.00	\$190.00	5.56%	
Senior GIS Enterprise Administrator	\$180.00	\$185.00	2.78%	
Senior Landscape Architect	\$175.00	\$175.00	0.00%	
Project Manager	\$180.00	\$190.00	5.56%	
Senior Designer	\$160.00	\$150.00	-6.25%	
Project Surveyor	\$160.00	\$160.00	0.00%	
Project Engineer	\$160.00	\$160.00	0.00%	
Project GIS Developer	\$160.00	\$160.00	0.00%	
Project Landscape Architect	\$155.00	\$140.00	-9.68%	
Project Designer	\$140.00	\$130.00	-7.14%	
Staff Surveyor	\$140.00	\$140.00	0.00%	
Staff Engineer	\$140.00	\$140.00	0.00%	
Staff GIS Analyst	\$140.00	\$130.00	-7.14%	
Staff Project Manager	\$145.00	\$155.00	6.90%	
Staff Landscape Architect	\$135.00	\$120.00	-11.11%	
Staff Designer	\$130.00	\$120.00	-7.69%	
Four Man Field Crew	\$220.00	\$220.00	0.00%	
Three Man Field Crew	\$200.00	\$200.00	0.00%	
Two Man Field Crew	\$180.00	\$190.00	5.56%	
One Man Field Crew	\$205.00	\$165.00	-19.51%	
One Man Crew (GPS/RTK)	\$205.00	\$205.00	0.00%	
Two Man Crew (GPS/RTK)	\$220.00	\$220.00	0.00%	
CADD Technician	\$120.00	\$105.00	-12.50%	
GIS Technician	\$120.00	\$120.00	0.00%	
Field Technician	\$100.00	\$80.00	-20.00%	
Clerical	\$90.00	\$80.00	-11.11%	
	Avg In	crease	-2.02%	



Hall County Board of Commissioners

Financial Services PO Drawer 1435 Gainesville, GA 30503

Bill To

Please send all invoices to accountspayable@hallcounty.org

Ship To

HALL COUNTY ENGINEERING 2875 BROWNS BRIDGE RD 3RD FLOOR GAINESVILLE, GA 30504 **PURCHASE ORDER**

Page 1 of 2

PURCHASE ORDER DETAILS

2024

Fiscal Year

Purchase Order Number 20240487-001

Purchase Order Date 08/30/2023

Department ENGINEERING

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

Vendor 12209 ROCHESTER & ASSOCIATES LLC P.O.BOX 2871 GAINESVILLE, GA 30503

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
		12209	9240896	Elizabeth White	Wesley Geddings	

NOTES

Rochester Project Mgmt Invoice

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	White Sulphur Rd Realignment		1.0000	EACH	\$50,000.0000	\$50,000.00
	This was approved by the BOC on 6/5/2023					
	GL #: 250-4971-541400-0000-	\$50,000.00				
	Project #: E-GGTIB21 -4971-541400-					
	Commodity Code: -					
2	Cagle Road		1.0000	EACH	\$40,000.0000	\$40,000.00
	GL #: 324-4971-541400-0000-	\$40,000.00				
	Project #: E-CAGLE RD -4971-541400-					
	Commodity Code: -					
3	Spout Springs Phase II		1.0000	EACH	\$20,000.0000	\$20,000.00
	GL #: 324-4971-541400-0000-	\$20,000.00				
	Project #: E-SPTSPGII -4971-541400-					
	Commodity Code: -					
4	Health Department - ARPA		1.0000	EACH	\$40,000.0000	\$40,000.00
	GL #: 230-3921-541400-0000-	\$40,000.00				
	Project # : E-GSLT-0641 -3921-541400-					
	Commodity Code: -					
5	Highland to Islands - Trails and Greenspace		1.0000	EACH	\$30,000.0000	\$30,000.00
	GL #: 324-6149-541400-0000-	\$30,000.00				
	Project #: E-TRLS&GRNSP-6149-541400-					
	Commodity Code: -					
6	Solid Waste & Landfill Projects		1.0000	EACH	\$50,000.0000	\$50,000.00

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis Approval Date: 08/30/2023

Authorized Signature

Purchase Order Total \$545,000.00

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

- 21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
- 32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
- 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line itom.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- 42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

PURCHASE ORDER

Page 2 of 2

Purchase Order # 20240487-001

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	GL #: 540-4530-521000-0000-	\$50,000.00				
	Commodity Code: -					
7	Pond Fork		1.0000	EACH	\$40,000.0000	\$40,000.00
	GL #: 230-3921-541400-0000-	\$40,000.00				
	Project #: E-GSLT-0641 -3921-541400-					
	Commodity Code: -					
8	Athens Street / Butler Park		1.0000	EACH	\$50,000.0000	\$50,000.00
	GL #: 250-4971-541400-0000-	\$50,000.00				
	Project #: E-GA00136980-4971-541400-					
	Commodity Code: -					
9	Roadway Concepts and Budgeting		1.0000	EACH	\$30,000.0000	\$30,000.00
	GL #: 323-4971-541400-0000-	\$30,000.00				
	Project #: E-OTHERRDIMP-4971-541400-					
	Commodity Code: -					
10	Utility Concepts and Budgeting		1.0000	EACH	\$30,000.0000	\$30,000.00
	GL #: 505-4430-521000-0000-	\$30,000.00				
	Commodity Code: -					
11	Fire Station 17		1.0000	EACH	\$0.0000	\$0.00
	GL #: 324-3520-541300-0000-	\$0.00				
	Project #: E-FS17CONST2-3520-541300-					
	Commodity Code: -					
12	Parks and Leisure Project Management		1.0000	EACH	\$20,000.0000	\$20,000.00
	GL #: 324-6220-541400-0000-	\$20,000.00				
	Project #: E-VARPKIMP -6220-541400-					
	Commodity Code: -					
13	Other Program / Project Management		1.0000	EACH	\$65,000.0000	\$65,000.00
	GL #: 272-4971-521000-0000-	\$65,000.00				
	Commodity Code: -					
14	ADD ADDITIONAL FUNDS FROM SPLOST VIII FOR WHITE SULPHUR RD REALIGNMENT		1.0000	DOLL	\$80,000.0000	\$80,000.00
	GL #: 324-4971-541400-0000-	\$80,000.00				
	Project #: E-VARRDIMP -4971-541400-					
	Commodity Code: -					



AGENDA ITEM

Consent Agenda

REPORT TO:	Work Session	(06/10/24)
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REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 245/2024

Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering Services for Public Works & Utilities to CPL

BN

Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, Atlas Technical Consultants, LLC of Duluth, GA and Hussey

Gay Bell & De Young International, Inc. of Duluth, GA. The estimated

annual cost is \$1,184,970.00.

Meetings:

SUBJECT:

Work Session Date: Voting Meeting Date: 06/10/24 06/13/24

Executive Summary:

Presenter:

Recommendation:

Approve.

Purpose of Request: History:

Approve the renewal of the annual contract for RFQ/P #41-001 Demand Services for Civil Engineering Services for Public Works & Utilities to CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA, Atlas Technical Consultants, LLC of Duluth, GA and Hussey Gay Bell & De Young International, Inc. of Duluth, GA. The estimated annual cost is \$1,184,970.00.

The three (3) vendors are in good standing with the County.

Facts and Issues:

Options:

This is year five (5) of a five (5) year contract. These vendors have all performed assigned projects without issues and are in good standing with the County.

Funding Requested \$ 1,184,970.00 Are funds within current budget? Yes

Source of Funds Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Has it been reviewed by the County Attorney? Yes Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing	
CW	BN	BN	AP	
Budget	Finance	Attorney	Administration	
EW	TS	WLI	CR	
Clerk				
JR				

Attachments:

Financial Supplement Contracts Bid Tab



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 245/2024

Funds Requested: \$ 1,184,970.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$1,184,970.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: 04/04/2024

To: Richard Higgins, Chairman, BOC

From: Cheryl Wright, Buyer

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

Bid/Contract No: 41-001-4

Bid/Contract Name: Demand Services for Civil Engineering Services

Department(s) Requesting Contract: Public Works

Award Recipient Name: CPL Team, Suwanee, GA, Atlas Technical Consultants, LLC, Duluth, GA and Hussey Gay Bell & DeYoung

International, Duluth, GA

Contract Description: Civil Engineering Services

Prior Year's Spend: \$947,976.00

☐ Price Increase Requested Increase Percentage: 0%

☐ Project/Service Contract Awarded Amount: \$1,184,970.00

☐ Product Contract Awarded Amount: \$0

Comments: Year five (5) of a five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 41-001

Bid/Contract Name: Demand Services for Civil Engineering Services - Renewal contract for FY25. Vendor(s) held previous contracts for the last four (4) years and is a vendor in good standing with the County. There are no price increases for FY25.

Demand Services for Civil Engineering Services

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated September 1, 2020 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

CPL	HALL COUNTY, GEORGIA
Print Name: KEVIN J. MENBER Title: EXEC. V.P.	By Richard Higgins, Chairman Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this 20th Day of March 2024 Drude C. James Notary commission expires: 5/25/27 PUBLIC OTARIANT COUNTINGED TO TARIANT TO TO	Attestment:County Clerk Approved as to Form APPROVED AS TO FORM Justin R. Lawhon, Senior Assistant County Attorney

Demand Services for Civil Engineering Services

Atlas Technical Consultants LLC

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated September 1, 2020 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

HALL COLINTY GEORGIA

Gwinnett County State of Georgia My Comm. Expires 8/15/2028

/ tida i common combantantes en	Thirte coult if dealton
By:	By Richard Higgins, Chairman Hall County Board of Commissioners Date:
Sworn to and subscribed before me this 20th Day of March, 2024	Attestment:County Clerk APPROVED AS TO FORM Approved as to Form
Notary Public: Schoral Moor	Justin R. Lawhon, Senior Assistant County Attorney Deborah Moon NOTARY PUBLIC

Attachment A

Demand Services for Civil Engineering Services

March 20, 2024

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APPROVED AS TO FO			 -	
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Sonler Assistant County A				

Contract Renewal #4

Demand Services for Civil Engineering Services

March 20, 2024

Whereas, the County desires to extend the contract period for a one year period through June 30, 2025, in accordance with the terms and conditions of Bid #41-001, Demand Services for Civil Engineering Services, dated September 1, 2020 and

Whereas, the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one year period through June 30, 2025,
- 2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Therefore, With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

HUSSEY GAY BELL	HALL COUNTY, GEORGIA
By: Mark Sor Print Name: MARK BOND Title: PRESIDENT ATLANTA	By
	Date:
Sworn to and subscribed before me this	Attestment:
20th Day of March, 2024	County Clerk
	Approved as to Form
Notary Public: Susan Marie Seymon	
Notary commission expires: 01/12/2024	AC TO FORM

SUSAN MARIE SEYMOUR
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires January 12, 2028

APPROVED AS TO FORM

Justin R. Lawhon, Senior Assistant County Attorney

Deman	Contract Services for Civ	/il Eng	gineering	Se	rvices						
RFP 41	001										
Hourly	Clark Patterson Le	e (CF	PL)		Atlas			Hussey Gay Bel	ı		
Rates	Suwanee, G	Α.			Duluth, GA		Duluth, GA				
	Proposed Co	ost			Proposed Cost	'		Proposed Cost	Proposed Cost		
	T			L		•	000.00				
	Transportation Principal Architect	on S	280.00		Principal in Charge Project Manager	\$	200.00 175.00	Hussey Gay Bell Engineer V / Associate	<u>!</u> \$	185.00	
		\$	280.00			\$		+ -	\$	170.00	
	Principal Engineer	-			QAQC Sr. Review Engineer - PE	-	175.00	Engineer IV	\$		
	Principal Consultant	\$	190.00		Survey Dept. Head - RLS	\$	150.00	Engineer III		155.00	
	Project Manager	\$	190.00		Registered Land Surveyor	\$	100.00	Engineer II	\$	150.00	
	Senior Planner	\$	175.00		2 Person Survey Crew	\$	110.00	Engineer I	\$	145.00	
	Senior Engineer MEP	\$	175.00		Site / Hydro / Stormwater Engineer-PE	\$	120.00	Assistant Engineer	\$	130.00	
	Landscape Architect	\$	175.00		Sr. Roadway Design Engineer - PE	\$	160.00	Technician III	\$	120.00	
	Senior Engineer Civil / Structural	\$	155.00		Roadway Design Engineer	\$	100.00	Technician II	\$	115.00	
	Senior Interior Designer	\$	155.00		Design Technician / CADD Operator	\$	70.00	Technician I	\$	105.00	
	Planner	\$	140.00		Sr. Structural Designer - PE	\$	160.00	Landscape Architect	\$	140.00	
	Project Architect	\$	140.00		Structural Designer	\$	110.00	Sr. Project Representative	\$	110.00	
	Project Engineer MEP	\$	140.00		Sr. Traffic Engineer / Signal Engineer - PE	\$	150.00	Project Representative	\$	95.00	
	Project Engineer Civil / Structural	\$	125.00		Traffic Signal Design Engineer - EIT	\$	100.00	Administrative	\$	75.00	
	Resident Observer	\$	125.00		Environmental Manager	\$	125.00	<u>Wilburn</u>			
	Interior Designer	\$	110.00		Environmental Scientist (Ecologist, Historian, Archaeologist)	\$	100.00	Engineering Manager / Team Lead	\$	210.00	
	Junior Planner	\$	95.00		Geologist (landfill, groundwater)	\$	100.00	Sr. Traffic Engineer	\$	185.00	
	Junior Engineer	\$	95.00		Sr. Geotechnical Engineer - PE	\$	150.00	Sr. Design Engineer	\$	125.00	
	Junior Draftsperson	\$	95.00		Landfill Engineer	\$	125.00	Traffic Engineer	\$	95.00	
	Clerical Administrative	\$	80.00		Office Engineer	\$	100.00	Traffic Technician	\$	50.00	
					Public Information Coordinator	\$	75.00	Edwards-Pitmar	1		
					Secretary / Administrative Assistant	\$	55.00	Sr. Environmental Project Manager	\$	126.00	
					Other Expense:	1		Sr. Project Ecologist	\$	115.00	
					Mileage	\$0.	575 / mile	Community Planner	\$	145.00	
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\vdash				H		-		Lead Geotechnical Engineer Geotechnical Engineer	\$	198.00 130.00	
				T				Hayes James	μΨ	150.00	
$\vdash \vdash$	 	1		H		-		Surveyor / Principal	\$	150.00	
				H		1		Survey Technician II	\$	95.00	
				t		T		Survey Party Chief III	\$	90.00	
				L			_	Survey Instrument Operator	\$	60.00	
				Г				Survey Assistant	\$	45.00	
$ldsymbol{ldsymbol{ldsymbol{eta}}}$		1		<u> </u>				Deed Research Specialist	\$	68.00	



AGENDA ITEM

Consent Agenda

REPORT TO:	Work Session	(06/10/24)	
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REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 311/2024

Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Public Works & Utilities

to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers,

Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The

estimated annual cost is \$2,075,100.00.

Meetings:

SUBJECT:

Work Session Date: Voting Meeting Date: 06/10/24 06/13/24

Executive Summary:

BN Presenter:

Recommendation:

Approve.

Purpose of Request: History:

Approve the renewal of the annual contract for RFQ/P# 43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$2,075,100.00.

These vendors are in good standing with the County.

Facts and Issues: Options:

This is year three (3) of a possible five (5) year contract.

Funding Requested \$ 2,075,100.00

Yes Are funds within current budget? Various **Source of Funds**

Does the action involve a Resolution, Ordinance, Contract,

Yes Agreement, etc.?

Has it been reviewed by the County Attorney? Is there a deadline for this item?

Yes

Approvals:

Buyer	Submit	Approve	Purchasing		
MH	JG	JG	AP		
Budget	Finance	Attorney	Administration		
EW	TS	WLI	CR		
Clerk					
JR					

Attachments:

Financial Supplement

RFQ/P#: 43-001 Renewal Contracts



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 311/2024

Funds Requested: \$ 2,075,100.00 Request Budgeted: Yes
Proposed Source of Funding: Budget Transfer Requested:

Various No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	TBD	TBD	521000- PROFESSIONAL SERVICES	\$2,075,100.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Date: 05/22/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract renewal documents for:

Bid/Contract No: 43-001-2

Bid/Contract Name: Demand Services for Professional Architectural

Services

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name(s): Hussey, Gay, Bell & DeYoung, Precision Planning, Inc. & CPL Architects, Engineers, Landscape and Surveyor

Contract Description:

Prior Year's Spend: \$1,995,289

Product Contract Estimated Amount: \$0

Comments: Year three (3) of a possible five (5) year contract. Finance has requested that this renewal be awarded to Hussey, Gay, Bell & DeYoung, Precision Planning, Inc. & CPL Architects, Engineers, Landscape and Surveyor, as they have been the previous contract holders and have provided excellent service over the last year.

Supplement Agreement #1

Demand Services for Professional Architectural Services

March 13, 2024

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 43-001, Demand Services for Professional Architectural Services, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one-year period through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this day of, 2024	Hall County, Georgia
Notary Public Commission expires:	By:
Subscribed and sworn to in our presence this 3 day of 2024	Hussey, Gay, Bell & DeYoung International Inc. By:
Notary Public Commission expires:	Anthony Uhrich, CPA CFO & Vice President
PUBLIANT COUNTINGER OF COUNTINGE OF COUNTINGER OF COUNTINGE OF COU	APPROVED AS TO FORM

William J. Linkous III, County Attorney

Supplement Agreement #1

Demand Services for Professional Architectural Services

March 13, 2024

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 43-001, Demand Services for Professional Architectural Services, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one-year period through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this day of, 2024	Hall County, Georgia
Notary Public	By:
Commission expires:	Chairman, Board of Commissioners
Subscribed and sworn to in our presence this day of	Precision Planning, Inc.
Kathy F Barker & TOTARY	By: Secoleurs
Notary Public // / STORGEORGIA	Elízabeth A. Hudson, RA
Commission expires: T/E/2017 APRIL 6, 2027	Executive Vice President
A Provide S	ADDROVED 40 TO ECO14

Supplement Agreement #1

Demand Services for Professional Architectural Services

March 13, 2024

William J. Linkous III, County Attorney

Whereas, the County desires to extend the contract period for a one-year period through June 30, 2025, in accordance with the terms and conditions of Contract# 43-001, Demand Services for Professional Architectural Services, and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

- 1. By extending the contract coverage for a one-year period through June 30, 2025,
- 2. Allow for price adjustments as agreed to and recorded in Attachment A,
- 3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

Subscribed and sworn to in our presence this day of, 2024	На	ll County, Georgia
	Ву:	1
Notary Public		Richard Higgins
Commission expires:		Chairman, Board of Commissioners
Subscribed and sworn to in our presence this 15th day of May 2024	THE NO. C. F.A. A. T.	Landscape and Surveyor, D.P.C. (P.C.)
Notary Public	NOTARL DY	Kevin McOmber, PE
Commission expires: 5/25/27	BY PUBLIC A	Principal / Executive Vice President
-	COUNTY	APPROVED AS TO FORM



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 316/2024

Approve the award of Task Order #2024-038 Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing Subidvision under RFQ #44-004

Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Simpson's Trucking & Grading, Inc. of Gainesville, GA, in the

amount of \$376,376.00.

Meetings:

SUBJECT:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: ΒN

Recommendation:

Approve.

Purpose of Request:

Approve the award of Task Order #2024-038 Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing Subidvision under RFQ #44-004 Demand Services for On-Call Public Works Contractors for Public Works & Utilities to Simpson's Trucking & Grading, Inc. of Gainesville, GA, in the amount of \$376,376.00.

Facts and Issues:

The existing storm sewer pipe has collapsed and created a large sinkhole on the property of 3280 Lake Seminole Place.

The project will involve temprarily relocating a portion of the driveway and mailbox for 3275 Lake Seminole Place onto the neighboring property of 3285 Lake Seminole Place. The portion of driveway will be replaced as part of the work.

History:

This pipe was originally part of a larger plan to replace nine (9) storm sewer pipes, all in various locations within the County. This pipe was made a priority since it has collapsed creating a large sinkhole.

Options:

Funding Requested

Are funds within current budget?

Source of Funds

\$ 376,376.00

Yes

SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing		
AP	JG	JG	AP		
Budget	Finance	Attorney	Administration		
EW	TS	ЛL	CR		
Clerk					
JR					

Attachments:

Financial Supplement Simpson Trucking Task Order Bid Tab



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 316/2024

Funds Requested: \$ 376,376.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

SPLOST VIII No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$376,376.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BK **Phone:** 770-531-6799



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

Hall County Government

FINANCIAL SERVICES

Task Order #2024-038

Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing

Demand Services for On-Call Public Works Contractors Contract #44-004

PROJECT DESCRIPTION

Hall County, Georgia's Engineering Department is requesting Task Order bids for replacing the storm sewer on Lake Seminole Place in Morgan's Crossing Subdivision.

Task Order bids must be received or emailed by Thursday, May 23, 2024, on the 4th floor of the Hall County Government Center, located at 2875 Browns Bridge, Gainesville, GA 30504 by 2:00pm. Email bids to Andrew Youngblood, Issuing Officer, at andrew.youngblood@hallcounty.org.

SCHEDULE OF EVENTS

Release Date: May 23, 2024

Due Date: Thursday, May 24, 2024 by 2:00pm EST.

SCOPE OF WORK

See attached Addenda.

The Scope of Work shall include removing and replacing the storm sewer, removing and replacing the roadway, removing and replacing a portion of a residential driveway at 3275 Lake Seminole Place residence (and proving temporary access to the residence), and traffic control.

- Demolish and dispose of existing infrastructure: storm sewer pipe and headwalls, curb & gutter, asphalt and concrete paving.
- Remove and dispose of obstructing trees and other vegetation.
- Proactively mitigate utility services as necessary to nearby residences to minimize utility service disruption(s).
- Replace 6-inch concrete drive apron.
- Relocate mailbox for 3275 Lake Seminole Place in a manner and location reasonably accessible by the US Postal Service.
- Locate underground utilities.
- · Provide and install the following:
 - Fencing for silt, tree saving, and public safety.
 - Rip rap as necessary.
 - Two (2) 72-inch precast headwalls.
 - o 24-inch by 12-inch by 6-inch high back curb & gutter
 - GAB driveway detour for 6275 Lake Seminole Place residence.
 - o 8-inch GAB, no prime, 2-inch 19mm and 1.5-inch 9.5mm.
 - Bermuda and Fescue sod for yard replacement.

o 173 lineal feet of 72-inch RCP Class 3

Bid Lump Sum Amount \$376,376.00						
Approximate time for task completion: 30 days						
Sign below and return to andrew.youngblood@hallcounty.org.						
Signature						
Simpson Trucking & Grading, Inc. (Contractor's Full Legal Corporate Name)	HALL COUNTY, GEORGIA					
By: David S. Hammond	By: Richard Higgins, Chairman Hall County Board of Commissioners Date:					
Title: Chief Estimator	Attestation:Board of Commissioners Clerk					
Date: May 24, 2024						
Sworn to and subscribed before me this 24th day						
Notary Public: Rachel Opolka Notary commission expires: 10-20-24 Stocus Sigilli – Seal or Stampl						
Print Notary Name: Rachel Opolka						
Notary commission expires: 10-20-24 [Locus Sigilli – Seal or Stamp]						

TO #:	2024-038 Replace Storm Sewer on Lake Seminole Place in Morgan's Crossing	I FIICKING X.	Strickland & Sons Pipeline, Inc
		Gainesville, GA	Pendergrass, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE
1	Lump Sum	\$376,376.00	\$472,668.00

Estimated job completion time

30 daus

30 days

Total number of bids sent: 2

Number of bids sent to Hall County contractors: 2

Number of bids received: 2

Number of Hall County bids received: 2

Number of "No Bids": 0

Filename: TO #2024-038 Bid Tab



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 310/2024

SUBJECT: Approval and authorization for the Chairman to execute a donation site

agreement between Hall County and ATS Operating, LLC to collect

donations from Hall County Recycling Center donation sites.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter:

Recommendation:

Approve

Purpose of Request:

Approval and authorization for the Chairman to execute a donation site agreement between Hall County and ATS Operating, LLC to collect donations from Hall County Recycling Center donation sites.

Facts and Issues:

American Thrift Store currently has clothing collection bins placed at each of our (12) compactor sites and the landfill. This agreement is for them to have those bins on our sites, they must service the bins on a regular basis and monthly pay us \$0.15 cents per pound that is collected. There are no changes with this agreement, our current agreement just has expired.

ATS provides donation bins at each County compactor site (12) and at the Candler Road Landfill to collect the donations. ATS shall service each location listed in "Exhibit A" eight (8) times per month, collections by ATS shall include miscellaneous items, textiles, shoes and home goods.

This is a one year agreement with up to four (4) extensions.

History:

ΒN

This agreement was previously approved in September 2019.

Historically, we have averaged \$6790.00 per month in revenue or approx. \$81,500 annually.

Options:

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract,
Agreement, etc.?
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve		Budget		Finance	
BN	BN		EW		TS	
Attorney		Adminis	stration		Clerk	
WLI		С	R		JR	

Attachments:

Donation Agreement

DONATION SITE AGREEMENT

THIS DONATION SITE AGREEMENT (hereinafter referred to as "Agreement") is made effective as of April 1, 2024 (hereinafter referred to as the "Effective Date"), by and between Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, Georgia, 30504 (hereinafter referred to as "Owner"), and ATS OPERATING LLC, 1900 Crestwood BLVD, Suite #302, Irondale, Alabama 35210 (hereinafter referred to as "ATS").

WHEREAS, Owner owns certain real property more particularly described as All Donations (hereinafter referred to as the "Property"); and

WHEREAS, ATS desires to obtain donations from Hall County Recycling Center locations described in "Exhibit A"; and

WHEREAS, Owner grants ATS the right to collect Property from Hall County Recycling Center locations described in "Exhibit A" in exchange for compensation below and in the manner outlined below

In consideration of the mutual promises covenants set forth herein, the parties hereto do hereby agree as follows:

1. Term and Renewal

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of eleven (11) months thereafter. ATS shall have the right to extend the Agreement after the expiration of the original term. ATS shall have the right to extend the Agreement up to but no more than four (4) times. Should ATS choose to extend the agreement after the expiration of the original term each subsequent individual renewal period shall be for an additional twelve (12) month period. ATS must deliver, in writing to the Owner, notice that they intend to exercise their right to renew the agreement at the end of each distinct term. Owner must receive notice from ATS of their intent to renew the Agreement on or prior to the date of the expiration of the current term. If ATS fails to timely give notice of their intent to renew the Agreement for an additional term Owner may, in its sole discretion, allow ATS an additional thirty (30) days to provide the appropriate notice to Owner. If notice of the intent to renew is not received by Owner from ATS in writing either prior to the expiration of the current term, or prior to the expiration of the additional thirty (30) day period if granted, then Agreement shall terminate.

2. Payment Terms and Schedule

ATS shall pay Owner in the amount of \$0.15 per lbs. for all collections received. ATS shall service each location listed in "Exhibit A" eight (8) times per month, collections by ATS shall include miscellaneous items, textiles, shoes and home goods. ATS agrees that it will remove donations from the bin area of each location during servicing and in doing so shall not leave behind trash or other debris. Items provided to ATS for collection shall at all times be in the sole discretion of Owner.

3. Breach and Termination

If either party breaches its obligations here under and after receiving written notice of the breach from the non-breaching party fails to substantially cure the breach withing ten (10) days from receipt of written notice the non-breaching party shall be entitled to terminate the Agreement.

4. Termination

Either party may terminate this Agreement at ay time and for any reason by providing thirty (30) days written notice to the other party at any time.

5. Severability

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

6. Venue

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

7. No Defense or Indemnification by Owner

The parties agree that Georgia law does not allow counties to defend or indemnify other parties, and therefore agree that the Owner shall not be responsible for defending or indemnifying the ATS from any claim brought by any third party against ATS.

8. Modification

This Agreement may not be modified, amended, or added to except in writing fully executed by all the parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

9. Third Parties

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party.

10. Immunities

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses provided to either party hereto by the laws of the State of Georgia or by federal law.

11. Authorization

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto

12. Remedies

In the event that either party to this Agreement breaches this Agreement, the party whose breach is alleged shall have ten (10) days, as outlined above in paragraph 3 above, from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by 10 (ten) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon.

13. No Waiver

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

14. Notice

To the extent that either party to this Agreement is required to provide notice to the other party in compliance herewith, notice shall be provided to the following persons:

For ATS:

Cory Lamb [Growth and Development Manager] 1900 Crestwood Blvd, Suite #302, Irondale, Alabama 35210 404-599-1432 clamb@americasthrift.com

For Hall County

Robert Purdum, Assistant Superintendent of Solid Waste 1008 Chestnut Street SE, Gainesville, GA 30503 770-535-8284 rpurdum@hallcounty.org

In witness whereof, the parties hereto have caused this Agreement to be duly executed and made effective as of the Effective Date.

Cory Lamb
Growth and Development Manager
ATS Operating LLC

Richard Higgins, Chairman

Hall County Board of Commissioners

Sworn to and subscribed before me this _____ day of ______, 20____.

Notary Public

My commission expires:

Hall County Recycling Center Donation Sites

- Gaines Ferry 6173 Gaines Ferry Road, Flowery Branch, Georgia
- Flowery Branch 4395 Falcon Parkway, Flowery Branch, Georgia
- Balus Creek 3845 Old Flowery Branch, Oakwood, Georgia
- Gould Lane 1277 Hillside Gardens Lane, Gainesville, Georgia
- Sardis Road 2801 Sardis Road, Gainesville, Georgia
- Murrayville 5113 Thompson Bridge Road, Murrayville, Georgia
- Wauka Mountain 5800 Brookton Lula Road, Clermont, Georgia
- Lula 6147 Lula Road, Lula, Georgia
- East Crescent Drive 734 E. Crescent Drive, Gainesville, Georgia
- Tadmore 3320 Holly Springs Road, Gainesville, Georgia
- Candler 5604 Poplar Springs Road, Gainesville, Georgia
- Blackshear Place 2921 Atlanta Hwy, Gainesville, Georgia
- Hall County Landfill 1700 Oakbrook Drive, Gainesville, Georgia
- Additional Locations as may be mutual agreed upon, in writing, by Hall County and Americas Thrift Store LLC.



AGENDA ITEM

Consent Agenda

REPORT TO:	TO: Work Session (06/10/24)		
REPORT TO:	Voting Meeting (06/13/24)		
ITEM NO:	297/2024		
SUBJECT:	Approve the ratification of the application for the US Department of Transportation's Rural Surface Transportation Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2 in the amount of \$62,011,681.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A match of \$15,502,921.00 will be required.		
Meetings:			
Work Session Date: 0	6/10/24	Voting Meeting Date:	06/13/24
Executive Summary:			
Presenter: Recommendation: Approve.		BN	
Purpose of Request: Approve the ratification of the application for the US Department of Transportation's Rural Surface Transportation Grant Program to provide funds for road improvements for the Spout Springs Road Widening, Phase 2, in the amount of \$62,011,681.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related award documents. A match of \$15,502,921.00 will be required.		History:	
		FY25 will be Hall County's first time. Transportation Grant funding.	e applying for Rural Surface
Facts and Issues:		Options:	

The US Department of Transportation's Rural Surface Transportation Grant Program's objectives are to invest in surface transportation infrastructure projects of national or regional significance, or improve/expand infrastructure in rural areas; and to support projects that are consistent with the Department's strategic goals of improving safety, economic strength and global competitiveness, equity, and climate and sustainability.

This project will fund a portion of costs to widen a crash prone two-lane rural road in rapidly growing south Hall County, Georgia. This project will link communities in Flowery Branch with Braselton, while also connecting isolated parts of a multi-county multi-use path system via Spout Springs Road Widening Project, Phase II. GDOT PI 0015280, Phase II, will conclude a process that started in 2004 as a priority project.

Funding Requested

Are funds within current budget?

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

\$ 15,502,921.00

Yes

SPLOST VIII and Other Capital

Funding

Νo

Yes

Approvals:

Grants	Submit	Approve	Grants	
PS	JG	JG	SG	
Budget	Finance	Attorney	Administration	
EW	TS	WLI	CR	
Clerk				
JR				

Attachments:

Financial Supplement DOT Rural Surface Transportation Grant Application



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 297/2024

Funds Requested: \$ 15,502,921.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

SPLOST VIII and Other Capital Funding No.

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	4971-ENGINEERING	331110- FEDERALâ€OPERATING DIRECT	\$-62,011,681.00
2025	250-MULTIPLE GRANT FUND	4971-ENGINEERING	541400- INFRASTRUCTURE	\$62,011,681.00
2025	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$3,000,000.00
2026	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$8,000,000.00
2027	324-SPLOST VIII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$4,502,921.00

Budget Transfer Items:

Additional Information/Comments:

Budget guidelines are still under review during the application and selection phase with DOT, line items are subject to change. This is a preliminary budgetary outline as this project's cash match can still change based on the approval of a future capital spending plan.

Contact for Questions: BN **Phone:** 770-531-6800



Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the "Track My Application" link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.

If you have questions please contact the Grants.gov Contact Center: support@grants.gov 1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking

Number:

GRANT14140195

UEI: USZBJ4CMC7B6

Submitter's Name: Sommer Green

CFDA Number: 20.938

CFDA Description: Rural Surface Transportation Grant Program

Funding Opportunity

Number:

RSTGP-25-26-RURAL

Funding Opportunity

Description:

Rural Surface Transportation Grant Progam

Agency Name: 69A345 Office of the Under Secretary for Policy

Application Name of

this Submission:

Hall County Board of Commissioners

Date/Time of Receipt: May 06, 2024 03:29:00 PM EDT

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://www.grants.gov/applicants/grant-applications/track-my-application?tracking_num=GRANT14140195

It is suggested you Save and/or Print this response for your records.

MPDG Project Information Form - All Fields Required **DO NOT CHANGE FILE NAME, COPY/PASTE, OR PDF THIS DOCUMENT WHEN SUBMITTING TO AVOID PROCESSING ERRORS** **Field Name** Response Instructions **Basic Project Information** Enter a concise, descriptive title for the project. This should be the same title used in the Grants.gov SF-424 **Project Name** Safely Connecting Communities in South Hall submission and the application narrative. Who is the Project Sponsor? **Project Sponsor** U.S. Department of Transportation See NOFO Section C. 1 for eligible applicants] A project will be evaluated for eligibility for consideration for all three programs unless the applicant opts-out of **Program Opt-out** being evaluated for one or more of the grant programs. This project will fund a portion of costs to widen a crash prone Describe the project in plain English terms, using no more than 100 words. For example, "The project will will replace an aging railroad bridge that crosses the River. The bridge will have a reduced total length of approximately X feet and two- lane rural road in rapidly growing south Hall County, Georgia This project will link communities in Flowery Branch with will have increased vertical clearance of Y feet" or " The project will redevelop Route 2 with Complete Streets Braselton, while also connecting isolated parts of a multi-county **Project Description** enhancements, ADA accessible sidewalks, and dedicated bicycle paths from 10th street to 25th street." multi-use path system via Spout Springs Road Widening Project, Phase II. GDOT PI 0015280, Phase II, will conclude a process that **<u>Do not</u>** describe the project's benefits, background, or alignment with the selection criteria in this description field. started in 2004 as a priority project. **Project Costs** Enter the **total amount of MPDG funds requested** for this project in this application. **MPDG Amount Requested** \$62,011,681.00 [See NOFO Section C.2 and C.4 for minimum and maximum award size, grant share, and cost share requirements] Enter the amount of funds committed to the project from other Federal sources. This DOES NOT include the MPDG \$0.00 **Estimated Other Federal Funding** request. See NOFO Section C.4 for Federal share requirements] Enter the amount of funds committed to the project from non-Federal sources. \$15,502,921.00 **Estmated Non-Federal Funding** Enter the amount of funds estimated to complete the project (this should equal the amount of MPDG Grant Request, Future Eligible Project Cost \$77,514,602.00 Estimated Other Federal Funding, and Estimated Non-Federal Funding) This value may not be less than the amount requested. Enter the cost of previously incurred costs from the project. **Previously Incurred Project Costs** \$0.00 Enter the total cost of the project. This should equal the sum of Future Eligible Costs and Previously Incurred Costs. **Total Project Cost** \$77,514,602.00 **INFRA:** Amount of Future Eligible Costs by Project Type **National Highway Freight Network** A highway freight project on the National Highway Freight Network: \$ National Highway System \$77,514,602.00 A highway or bridge project on the National Highway System: \$ A freight intermodal, freight rail, or freight project within the boundaries of a public or private freight rail, water Intermodal Freight \$0.00 (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility: \$ Highway-railway grade crossing or grade \$0.00 A highway-railway grade crossing or grade separation project: \$ separation project Wildlife Crossing Project \$0.00 A wildlife crossing project: \$ A surface transportation project within the boundaries or functionally connected to an international border crossing International Border Crossing \$0.00 that improves a facility owned by fed/state/local government and increases throughput efficiency: \$ Narine Highway Corridor connected to project for a marine highway corridor that is functionally connected to the NHFN and is likely to reduce road mobil the National Highway Freight Network source emissions: \$ **National Multimodal Freight Network** \$0.00 A highway, bridge, or freight project on the National Multimodal Freight Network: \$ Mega: Amount of Future Eligible Costs by Project Type A highway, bridge, or freight project on the National Multimodal Freight Network: \$ National Multimodal Freight Network \$0.00 National Highway Freight Network \$0.00 A highway freight project on the National Highway Freight Network: \$ **National Highway System** \$0.00 A highway or bridge project on the National Highway System: \$ A freight intermodal, freight rail, or freight project within the boundaries of a public or private freight rail, water **Intermodal Freight** \$0.00 (including ports), or intermodal facility and that is a surface transportation infrastructure project necessary to facilitate direct intermodal interchange, transfer, or access into or out of the facility: \$ Highway-railway grade crossing or grade \$0.00 A highway-railway grade crossing or grade separation project: \$ separation project **Intercity Passenger Rail** \$0.00 An intercity passenger rail project: \$ **Public Transportation Project that is** A public transportation project that is eligible under assistance under Chapter 53 of title 49 and is a part of any of the \$0.00 part of any other eligible project type project types described above: \$ Rural: Amount of Future Eligible Costs by Project Type **Eligible under the National Highway** A highway, bridge, or tunnel project eligible under National Highway Performance Program: \$ Performance Program **Eligible under the Surface** A highway, bridge, or tunnel project eligible under Surface Transportation Block Grant: \$ **Transportation Block Grant** Eligible under the Tribal Transportation A highway, bridge, or tunnel project eligible under Tribal Transportation Program: \$ A highway freight project on the National Highway Freight Network: \$ **National Highway Freight Network** A highway safety improvement project, including a project to improve a high risk rural road as defined by the Highway **Highway Safety Improvement Project** \$77,514,602.00 Safety Improvement Program: \$ A project on a publicly-owned highway or bridge that provides or increases access to an agricultural, commercial, **Publicly-Owned Highway or Bridge** energy, or intermodal facility that supports the economy of a rural area: \$ A project to develop, establish, or maintain an integrated mobility management system, a transportation demand **Mobility Management** management system, or on-demand mobility services: \$ **Project Location** State(s) GA: Georgia Which state(s) in which project is located? See NOFO Section C.2.ii Small **INFRA: Small or Large project** Not Located in an Urban Area Urban Area in which project is located, if applicable **Urban Area** Population of Urban Area according to 2020 Census- See tab "List of Urban Areas". Population of Urban Area (auto-(For the MPDG 2025-2026 program the definition of "urban" is an urban area with a population greater than Not Located in an Urban Area populated) 200,000. "Rural" is defined as any other area, including areas outside of Census-designated urban areas, and Censusdesignated urban areas with populations below 200,000.) Is the project located (entirely or partially) in Area of Persistent Poverty or Historically Disadvantaged Community? Area of Persistent Poverty or Historically No-Project is not located in a Historically Disadvantaged List census tracts that qualify as within these areas. (https://www.transportation.gov/grants/mpdg-areas-persistent-**Disadvantaged Community** Community poverty-and-historically-disadvantaged-communities) **Appalachian Development Highway** Does this project further the completion of a designated segment of the Appalachian Development Highway System? No See NOFO Section C.4.iii System

	I	Does this project address a surface transportation infractive transportation in fractive transportatio
Denali Access System	No	Does this project address a surface transportation infrastructure need identified for the Denali access system program? See NOFO Section C.4.iii
Project Location Zip Code	30542	Identify the 5-digit zip code of the project location. If the project is located in more than one zip codes, please identify the zip code in which the majority of the project is located. If the project is in a territory that does not have zip codes, leave this field blank.
		This field is for the project location zip code, <u>NOT</u> the applicant organization zip code.
Project Location County	GA - Hall County	<u>Identify the county</u> where the project is located in using the drop-down. If the project is located in more than one county, please identify the county in which the majority of the project is located. If the project is in a territory that does not have county designations, leave this field blank.
Additional Project Counties	NA	<u>Identify additional counties separated by a comma</u> . For instance, if the project additionally runs through Polk County and Butler County, please enter 'Polk County, Butler County' in the cell. If the project is in a territory that does not have county designations, leave this field blank.
Project Location Census Tract	16.03, 16.05, 16.09, 16.11	For example, if the most central tract is Census Tract 93.30, please enter '93.30' into the cell. The last zero may be missing from your response (e.g., 93.30 may display as 93.3). If the project is located in more than one census tract please identify the census tract in which the majority of the project is located. If the project is in a territory that does not have census tract designations, leave this field blank. Please visit USDOT's RAISE webpage (https://www.transportation.gov/RAISEgrants/raise-app-hdc) to review a full list of census tracts by state and county to identify
Other Project Census Tracts	NA	of census tracts by state and county to identify. Identify other census tracts in which the project is located, separated by a comma. For example, if the project is located in Census Tract 93.31, Census Tract 93.32, and Census Tract 94.03, please enter '93.31, 93.32, 94.03' into the
Canci Project Census Tracts		cell. If the project is in a territory that does not have census tract designations, leave this field blank.
Project Location Latitude	34.11644	<u>Provide the project's latitude coordinates.</u> For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Tools such as Google Maps, Google Earth (https://earth.google.com/web), or ArcGIS/QGIS (https://www.arcgis.com/) are recommended to identify the project's coordinates.
Project Location Longitude	-83.87467	Please provide the project's longitude coordinates. For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Tools such as Google Maps, Google Earth (https://earth.google.com/web), or ArcGIS/QGIS (https://www.arcgis.com/) are recommended to identify the project's coordinates.
	Additio	nal Information
 TIP STIP MPO Long Range Transportation Plan State Long Range Transportation Plan State Freight Plan 	Yes, Hall County's Widening of Spout Springs Road Project Phase II is part of GDOT's TIP list. It has been listed within the 2020 Regional Transportation Plan update.	Is the project currently programmed in the: Yes/No (please specify in which plans the project is currently programmed, and provide the identifying number if applicable) • TIP • STIP • MPO Long Range Transportation Plan • State Long Range Transportation Plan • State Freight Plan
Other USDOT 2024 Discretionary Application?	NA	If the applicant has or will submit this project to another USDOT discretionary grant program in 2024 , please list the name of the program(s). If the applicant has or will submit a similar, but not identical, application, please describe the differences here as well.
Previous Submission for MPDG or INFRA?	NA	If this project was submitted in a <u>previous MPDG or INFRA</u> round, please list the name(s) of the round(s) (e.g INFRA 2021, MPDG 2022, MPDG 2023-2024).
Other Federal Agency Assistance?	No	If this project has applied for <u>another Federal (non-USDOT) financial assistance or capacity-building program</u> , please list the name of the program(s).
Tribal Government?	No	Select "Yes" from the drop-down menu if the applicant is a Federally recognized tribal government.
Tribal Benefits?	Not Applicable	If the applicant is not a Federally recognized tribal government, is the project located on tribal land? And if not, does it have direct tribal benefits? Answer using the drop-down menu.
Private Corporation Involvement	No	Does this project involve (a) private entity(ies) that will receive a direct and predictable financial benefit if the project is selected for award? This includes, but it not limited to, private owners of infrastructure facilities being improved and private freight shippers or carriers directly benefitting from completion of the proposed project.
Private Corporation Name(s)	NA	If this project directly involves or benefits a specific private corporation, please list the corporation(s) separated by a comma.
TIFIA/RRIF?	No	Is the project currently, or does this project anticipate applying for Transportation Infrastructure Finance and Innovation Act (TIFIA) or Railroad Rehabilitation & Improvement Financing (RRIF) loans? See [https://www.transportation.gov/buildamerica/] for more details.
Apprenticeship Program	No	Is this project planning to use an apprenticeship program?
Project includes a Project Labor Agreement or other workforce	NO NO	Please provide the type of apprenticeship program and if it is a licensed program. Select Yes or No if your project includes a Project Labor Agreement or any other workforce agreements.
agreements? Department Financing Program?	Yes	If your application is unsuccessful, would you like to be contacted about the Department's financing program ?
	I.	

"Safely Connecting Communities in South Hall" "Safely Connecting Communities"

Project Description:

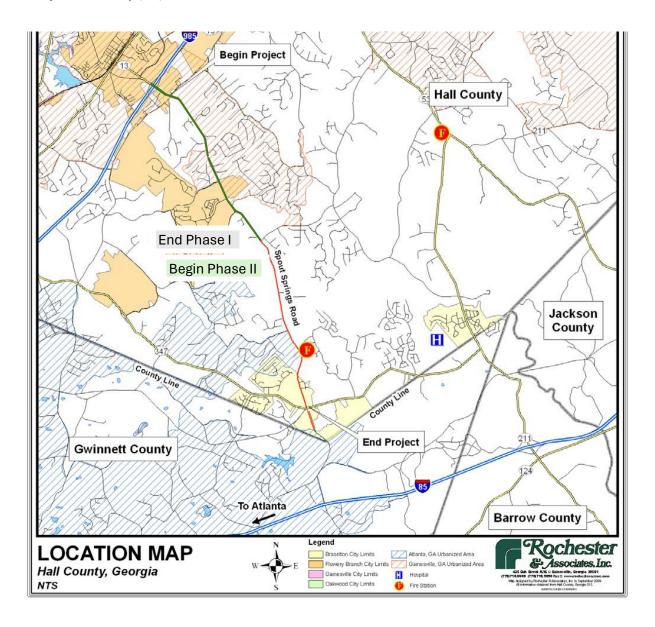
Project Summary: Safely Connecting Communities in South Hall will fund a large part of construction costs to widen a crash prone two-lane rural road in rapidly growing south Hall County, Georgia. Originally proposed as part of a larger project for TIGER 2009 consideration, Safely Connecting Communities will complete key linkages between elements of the National and State highway systems in two cities while also connecting isolated parts of a multi-county multi-use path system. With a Benefit Cost ratio of 1.2, it will directly serve a rural population in four Appalachian counties and a Disadvantaged population exceeding 20,000 people.

Location	Georgia, City of Flowery Branch, Town of Braselton and Hall County,		
	9 th Congressional District		
Urbanized Area	The project lies completely within the Gainesville, GA urban area.		
	With a 2020 population <200,000 (164,365) the area is		
	considered rural per the Department of Transportation.		
Grant Requested	\$62,011,681 of \$77,514, 602 total costs (20%/80% split)		
GDOT State Functional	County-maintained Road functioning as a Minor Arterial		
Classification			
Connection to System	Direct connection via Phase I (2023) to Interstate 985, a four-lane		
	interstate section, at Exit 12 (Flowery Branch); direct connection to GA		
	State Route 347 (Friendship Road), four/six lane median highway at		
	Duncan Corners		
Speed Limits	45 mph		
Number of Lanes	Widening from two lanes to four lanes with curbs and raised medians		
	with parallel 5' sidewalk and 10' shared path		
Primary Future Land Uses	s Residential on public sewer		
in the Area	_		



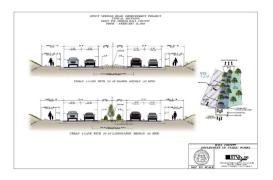
The **Safely Connecting Communities** project will connect two rapidly growing small cities which are in portions of three Georgia regional commissions and four counties. The counties are part of the federally designated historically disadvantaged Appalachian Regional Commission. The two cities are Flowery Branch and Braselton, Georgia. The four counties are Hall, Gwinnett, Barrow and Jackson. The three Georgia regional commissions are Georgia Mountains (Hall), Northeast Georgia, Jackson, and Barrow), and Atlanta Regional Commission (Gwinnett).

These jurisdictional details are important because the benefits of a roadway corridor widening project are not limited to a Census Tract or immediately adjacent tracts. Where a project serves commuters and is near a jurisdiction boundary, like a county line, there are spillover benefits to the adjacent county(ies). Such is the case here.



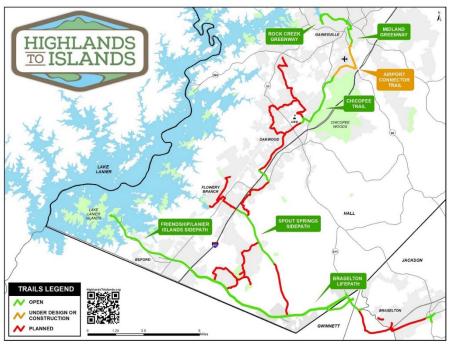
Please note, although they share a common acronym (ARC), the Atlanta Regional Commission of Georgia and the federally designated Appalachian Regional Commission are quite different. The Atlanta Regional Commission represents most of the economic gains of the State over the past sixty years, whereas the Appalachian Regional Commission represents a chronically challenged portion of the country.

Safely Connecting Communities will improve quality of life for residents, commuters and visitors to/from Hall and adjacent Jackson, Barrow and Gwinnett counties. These changes will result from replacing 2.51 miles of a congested two-lane roadway that experiences high serious and fatal crash frequency with a four-lane median Complete Streets section. This roadway section will be much better suited for the high volume minor arterial functions this rural two-lane County-maintained roadway serves. It will also



introduce ADAAG/PROWAG compliant accessible pedestrian infrastructure separated from the roadway along both sides of this rapidly growing corridor to promote alternate transportation modes and improve safety.

This project will reduce fatal and serious-injury vehicle crashes, reduce congestion and associated greenhouse gas emissions, and improve air quality in an area that has air quality issues sufficiently poor (90th percentile) as to be considered Disadvantaged. It will also eliminate a key gap in the active transportation network by connecting the existing multi-use path in Flowery Branch known as the Spout Springs Sidepath from the Highlands to Islands Trail southeast to the Braselton Lifepath approximately three miles to the south at Duncan Corners.



By these improvements the internal pedestrian infrastructure of several large existing and planned neighborhoods will become connected with the south Hall public library, an elementary, middle, and high school and commercial retail. The Lifepath already connects the Duncan Corners area eastward with several neighborhoods, businesses, and the Northeast Georgia

Medical Center along both sides of the Friendship Road corridor. It currently ends in the Chateau Elan area but is budgeted to soon extend to downtown Braselton.

A one-hour travel distance from the midpoint of the project includes roughly 80% of the Atlanta MSA and many of its jobs and 100% of the Atlanta MSA. This means this part of Georgia will continue to face long-term population growth pressure.



The multi-use path and sidewalk will provide transportation alternatives to current and future residents to reduce dependence on vehicles for access to employment, education, shopping, and recreation by the many neighborhoods existing or planned along the Spout Springs corridor. This reduces vehicle miles traveled and greenhouse gas emissions through modal shift while promoting equitable and accessible active transportation options to improve public health.

Approval of Safely Connecting Communities for \$62,011,681 will offset 80% of the \$77,514,602 required to construct Phase II (right-of-way purchase, utility relocations and roadway construction costs). It will not reimburse the County for costs already incurred such as surveying and engineering design, environmental permitting, right-of-way acquisition services and legal fees, or already acquired right-of-way. Nor will it be used to compensate the County or State of Georgia for similar services that were associated with widening Phase I, which totaled \$64,197,640. Completion of Phase I in 2023 has made the numerous

deficiencies of the remaining portion even more apparent. Federal participation in Phase II improvements to Spout Springs Road is warranted because of the many benefits.

Project Benefits:

The construction of a median separated 4-lane highway with widened shoulders and walking, biking and micro-mobility options will virtually eliminate daily congestion. It will significantly reduce the number of roadway accidents and alleviate sources of roadway backups, creating a safer, less stressful, and much more reliable corridor for transportation in the area.

The new sidewalks and shared use paths will provide commuters and other users with active transportation options for traveling within the project area. This will improve health and is expected to bring the crash rate below the statewide average. Vision Zero is the goal.

The project will improve the community's resiliency from more intense storm and heat events by integrating best practices for receiving, filtering, and storing stormwater.



Construction of Safely Connecting
Communities includes ADAAG/PROWAG
accessible active transportation improvements
(ramps, crosswalks, and signals) along a
substantially rebuilt four-lane roadway with
raised median, new five-feet sidewalk and tenfeet shared-use path, environmental
remediation, utility relocations, stormwater
infrastructure, retaining walls and landscaping
to connect Flowery Branch and Braselton.
This project provides a key linkage in support
of the Highlands to Islands system of trails.

Hall County's residents have demonstrated a long-term commitment over almost forty years to funding transportation and other capital infrastructure improvements by approving an optional penny sales tax by referendum since 1985. Since then, more than \$930,000,000 of locally raised funds have been spent for much needed non-education capital projects. Roughly \$251,000,000 of local road dollars have been effectively leveraged with state and federal funds through the Georgia Department of Transportation for numerous projects, but the needs list continues to get longer.

The County's inability to self-fund all its capital needs for roadway infrastructure led it to seek funding for Spout Springs Road twice in 2009 and 2010 as part of the TIGER 2009 and TIGER 2010 programs. It was unsuccessful on those occasions, so it made application in 2017 for TIGER 2009 funds for a different much-needed local road improvement project (Sardis Road Connector) in a different part of the county. By then the design of Spout Springs was complete and environmental permits had been approved. The decision was made to divide the project into two phases before right-of-way costs got any higher. The project was let in September of 2019, delayed by COVID, and completed in January 2023. Total costs of \$64,197,640 were shared between the State and County.

Safely Connecting Communities is in the GHMPO FY24-27 TIP as GDOT ID 0015280, but is not funded for construction until 2027 at the earliest. For a crash-prone road with steadily increasing volumes, that is a long time to wait. Final environmental approvals are almost complete. Approval of award for funding this application would accelerate delivery of long-overdue safety improvements for the balance of Spout Springs Road and benefit a large Rural population in several counties. It would also allow Hall County to put effort, energy, and local money to work on improvements needed on other County-maintained roads, feeling the stress of growth.

For reasons detailed above and in the balance of the application package a federal partnership role in Safely Connecting Communities in South Hall is respectfully requested. For further information or questions, please contact Hall County Grants Manager Sommer Green at 770-297-5503 or sgreen@hallcounty.org

"Safely Connecting Communities in South Hall"

Project Budget Narrative:

Hall County has submitted their application for the Department of Transportation's FY2025-2026 Multimodal Project Discretionary Grant Opportunity as a rural area. The Federal Register of December 29, 2022, originally had Gainesville, GA listed as an urban area with a population of 265,218. On September 12, 2023, a correction to the Federal Register was made to adjust the boundary line. When this correction was made, Gainesville, GA's population decreased to 164,365 while Atlanta's population increased to 5,100,122. This can be found within the Federal Register Vol. 88.

Urban/Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	-
Rural (Located outside of a 2020 Census- designated urban area with a population less than 200,000)	\$77,514,602
Total Project Cost:	\$77,514,602

"Safely Connecting Communities in South Hall" runs through four separate census tracts based on the 2020 Census. At the beginning of Phase II, census tract 16.03 and 16.09, estimated population of 11,117, will benefit significantly by enhanced traffic and pedestrian crossing safety. Cherokee Bluff High and Cherokee Bluff Middle School are located within census tract 16.03. As pedestrian mobility continues to rise, proper sidewalks and signage are necessary to secure their safety. The remaining portion of the project is located within census tract 16.11 and 16.05. Not only is this area called home for an estimated 9,578 of Hall County's citizens, but it also holds Hall County Fire Station 14. Between all four census tracts the cost per tract is within a 4% difference.

2020 Census Tract (s)	Project Costs per Census Tract
16.03	\$20,454,566
16.05	\$18,255,916
16.09	\$21,184,952
16.11	\$17,619,168
	Total Project Cost: \$77,514,602

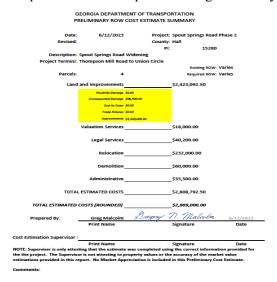
As part of Hall County Board of Commissioners' application to the FY2025 - 2026 Multimodal Project Discretionary Grant Opportunity we are proud to provide a cost share of \$15,502,920.56, 20% of the total project cost. This funding has been provided through Hall County's Special Purpose Local Option Sales Tax (SPLOST). This program was enacted by Georgia legislators in 1985 to provide capital-investing funding for infrastructure. County tax of 1% is charged on items subject to the state sales tax for capital projects. As Hall County continues to grow, an additional sales tax program has been proposed to address specific transportation needs throughout the county. This program is titled Transportation Special Purpose Local Option Sales Tax (TSPLOST). This is an additional 1% county sales tax to assist with transportation needs only. Hall County's TSPLOST program will be voted on by its citizens in the Fall of 2024. While Hall County welcomes tourists to enjoy its beautiful landscape, the cost of roadway maintenance can consume local citizens. With SPLOST and TSPLOST programs, local citizens share a portion of the cost with our

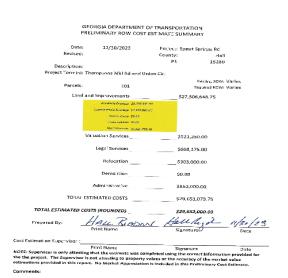
visitors, which mitigates high millage rates. Georgia Department of Transportation, GDOT, has continued to partner with Hall County Board of Commissioners to improve mobility needs across the county. Construction of Phase I was financially sponsored by GDOT. With assistance of \$62,011,681 in federal funding, this project is ideal to reflect how federal, state, and local entities can contribute to addressing a serious issue affecting its citizens.

Funding Source	Funding Amount	Total Funding
MPDG FUNDS	\$62,011,681	\$62,011,681
Other Federal Funds	-	-
Non-Federal Funds	\$15,502,921	\$15,502,921
Total Project Cost:	\$77,514,602	\$77,514,602

"Safely Connecting Communities in South Hall" was originally part of Georgia Department of Transportation's Project #009679. Project #009679 was split into two phases making Project #009679 Phase I and adding an additional Project #0015280 for Phase II. Phase I, 3.59 miles, and was completed in 2023. This leaves the remaining Phase II, 2.51 miles, to be completed. The original cost estimate was prepared by the Georgia Department of Transportation, GDOT, in 2018. Upon completing Phase I, GDOT prepared a revised cost estimate on October 5, 2023, for Phase II. This revision provided a right-of-way cost estimate of \$32,461,000. This estimate includes land and improvements, valuation and legal services, relocation, demolition, and administrative cost for the 105 parcels effected by this project. GDOT has authorized Hall County to move forward with early acquisition of the first 4 parcels. All 105 property owners have been communicated that their properties are going to be listed as eminent domain and advised not to proceed with upgrades or major repairs to the property. The estimated construction cost totals \$39,212,567. This includes an increase price adjustment for fuel totaling \$1,528,472 based off the Current Asphalt Fuel Index Price Table provided by GDOT. Engineering and Inspection was calculated at a rate of 5% of the construction cost to equal \$1,884,205. Hall County has also included a contingency amount of 10%, \$3,956,830 within the cost estimate to cover unforeseen price hikes or overruns that may or may not occur. With an estimated project cost of \$77,514,602, Hall County is fully committed to seeing this project through as well as the long-term benefits provided to their citizens.

Georgia Department of Transportation Right-Of-Way Cost Estimate:





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TLE						
NUMBER	0015280			PROJECT	Spout Springs Road From Union	Circle to 9 of SR 347 - Phase
FFICE	Program Delivery			DESCRIPTION		
ATE	Thursday, October 5	, 2023				
rom:	Kimberly Nesbitt, Sta	ate Program I	Delivery Adminis	strator		
10:	Erik Ronde, P.E., St. via email Malibox: ©					
ubject:	REVISIONS TO PRO					
rolect Manu	cer:		Katyna Knacton			
tanagement	Let Date:		Schedule Under	Development		
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ISHT OF W TELTIES splanation Peace note is 6616280 work by Seen nur climate upo	NAY Ary for Goet Chance and Co below if the unit prices p so originally part now progressing again stated per comments re	Continuency presented in to 0 0006829. Prin with the le decape pay fit seeked from	the construction of 60009279 was dent for locally teme, and mino a Engineering 8	\$1,250,000.00 \$3,666,066.00 \$3,666,066.00 \$3,666,066.00 cost estimate were revised or de- orgati tales y abuses and Phase 2 is excluded ROW to brack AAAP. It are quicknessed to Rows quartity exvises on 819022.	06/19/2019 02/22/2017 05/19/2018 inved by professional estimators (PF 6016/200) was put on holid a	external to GDOT.) fler PPPR in 2016. Phase 2 r updated unit cocks, update
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ISHT OF WITHINGS ADJANATION Please note in 6016280 weekign work ay filem numeritanse upon the communication of t	NAY Ary for Goet Chance and Co below if the unit prices p so originally part now progressing again stated per comments re	Continuency presented in to 0 0006829. Prin with the le decape pay fit seeked from	the construction of 60009279 was dent for locally teme, and mino a Engineering 8	\$1,250,000.00 \$3,666,066.00 \$3,666,066.00 \$3,666,066.00 cost estimate were revised or de- orgati tales y abuses and Phase 2 is excluded ROW to brack AAAP. It are quicknessed to Rows quartity exvises on 819022.	06/19/2019 02/22/2017 05/19/2018 inved by professional estimators (PF 6016/200) was put on holid a	ffer PFPR in 2016. Phace 2 or updated unit costs, update
ISHT OF W TELTIES splanation Peace note is 6616280 work by Seen nur climate upo	NAY Ary for Goet Chance and Co below if the unit prices p so originally part now progressing again stated per comments re	Continuency presented in to 0006829. Prinwith the le faceape pay fi soelved from	the construction of 60009279 was dent for locally teme, and mino a Engineering 8	\$1,250,000.00 \$3,666,066.00 \$3,666,066.00 \$3,666,066.00 cost estimate were revised or de- orgati tales y abuses and Phase 2 is excluded ROW to brack AAAP. It are quicknessed to Rows quartity exvises on 819022.	06/19/2019 02/22/2017 05/19/2018 inved by professional estimators (PF 6016/200) was put on holid a	external to GDOT.) fler PPPR in 2016. Phase 2 r updated unit coefs. update
ISHT OF W TELTIES splanation Peace note is 6616280 work by Seen nur climate upo	NAY Ary for Goet Chance and Co below if the unit prices p so originally part now progressing again stated per comments re	Continuency presented in to 0006829. Prinwith the le faceape pay fi soelved from	the construction of 60009279 was dent for locally teme, and mino a Engineering 8	\$1,250,000.00 \$3,666,066.00 \$3,666,066.00 \$3,666,066.00 cost estimate were revised or de- orgati tales y abuses and Phase 2 is excluded ROW to brack AAAP. It are quicknessed to Rows quartity exvises on 819022.	06/19/2019 02/22/2017 05/19/2018 inved by professional estimators (PF 6016/200) was put on holid a	external to GDOT.) fler PPPR in 2016. Phase 2 r updated unit cocks, update
ISHT OF W TELTIES splanation Peace note is 6616280 work by Seen nur climate upo	NAY Ary for Goet Chance and Co below if the unit prices p so originally part now progressing again stated per comments re	Continuency presented in to 0006829. Prinwith the le faceape pay fi soelved from	the construction of 60009279 was dent for locally teme, and mino a Engineering 8	\$1,250,000.00 \$3,666,066.00 \$3,666,066.00 \$3,666,066.00 cost estimate were revised or de- orgati tales y abuses and Phase 2 is excluded ROW to brack AAAP. It are quicknessed to Rows quartity exvises on 819022.	06/19/2019 02/22/2017 05/19/2018 inved by professional estimators (PF 6016/200) was put on holid a	external to GDOT.) fler PPPR in 2016. Phase 2 r updated unit cocks, update
ISHT OF W TELTIES splanation Peace note is 6616280 work by Seen nur climate upo	NAY Ary for Goet Chance and Co below if the unit prices p so originally part now progressing again stated per comments re	Continuency presented in to 0006829. Prinwith the le faceape pay fi soelved from	the construction of 60009279 was dent for locally teme, and mino a Engineering 8	\$1,250,000.00 \$3,666,066.00 \$3,666,066.00 \$3,666,066.00 cost estimate were revised or de- orgati tales y abuses and Phase 2 is excluded ROW to brack AAAP. It are quicknessed to Rows quartity exvises on 819022.	06/19/2019 02/22/2017 05/19/2018 inved by professional estimators (PF 6016/200) was put on holid a	external to GDOT.) fler PPPR in 2016. Phase 2 r updated unit cocks, update



	nate Worksheet											
			base estimate order				ould not include	• E80. →		A	•	1,884.2
			E&I percentage is 5			roject scope.) ->				В	•	1,884,2
Const	pertion Cost D		C		Cost							
	37,684,095.33		5%	D = B x C \$ 1,884,204.77								
CONTINGE	ICY (Refer to the I	tisk and Contings	ncies Table include	d in GDOT Pel	icy 3A-9 Cost Est	inating Purpose)				-		3,900,6
Const	suction Cost	EA	Cost	Constru	ction + E&i	Continuency	Percentage	Contino	ency Cost			
_			,		E+F	н		1-	G×H			
5	37,684,095.33		1,884,204.77 blank if not applicat		39,568,300.10	10		5	3,956,630.01	0		1,528,4
ASPIRAL I P	UEL PHOLE ADDIC		DIAMER IF FOR Approve 2023	pa) →						_	1	
Regular Uria	eded		SW GAL	1	Current Apph	at Fuel Index Pric	es can be foun	d at the link below				
Dissel	ad AC		977 GAL	1 ,	Ton Down Art o	A GOLD STORES	n/AuchaltCore	entire (Trice Index	and the same of th			
quid AG		5609	OOF TON	_	_							
Liquid AC		Tors	Percentage of	Tors of Asphaltie	Tornage of Applied Commit (TMT)	Monthly Auphalt Coment Price month project let (MPL)	Max. Can	Monthly Asphalt Cement Price month placed (APM)	Price Adjustment (PA)			
					M = Sun of Columns L, T &				Q = ((P - N) / N)			
	Description		ĸ	L-JxK		N SEED OF TON	0	P = 6N × Ol+N	* M * N			
	Leveling Patching	5415.00 TN	5.00%	279.75 TN	ATROUBITN	SAMUGITON.		. 974.40	* 1,648,472.22			
	9.5 mm SP	20.00 TN	5.00%	1.00 TN	i		l	I				
	125 OGFC				1			l				
	12.5 PEM 12.5 mm SP	14080 00 TN	5.00%	718.00 TN	l			l				
	12.6 mm 5P 19 mm 5P	16700.00 TN	5.00%	718.00 TN	ł			l				
	25 mm 5P	46090.00 TN	5.00%	2314.00 TN	1			l				
Diturningus Tark Cred	Description	Tack Cost	GL/IN	Torse T = B/S	1			l				
	Teck Cost	10005.00 GL	232.8234 GUTN GUSY	44.26 TN	1			l				
Shuminous Tack Cost (Surface		5Y	GLISY									
(burteos Treatment)	Description Single Surface	U	v	(232.8234 GL/TN)	ł							
	Treatment Double Surface		0.20 GMEY		l							
	Treatment Treatment		G.44 GWSY	-	l							
	Surface Treatment		0.71 GWSY									
	TION TOTAL CO	ST →								X-A-D-PQ		45,053,
RIGHT OF W	MAY COST -									Y		
UTILITIES C	OST (Provided by	Utility Office) →								Z = Sum of Referenceside		
	Utility Owner		Reimburset	Se Cost		Utility Owner		Reimbur	nable Cost	Costs		
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rocessed or	n: 9/28/202	3 7:41:42	AM		Project Cost Estimate	
Concept Name: Concept Description: Spec Year: Item History: Cost Estimate Phase:		21 BHP-	JT SPF	RINGS ROAD	Cost Estimate Name: 0015280	
					ITEMS FOR CONCEPT NAME 0015280	
0100 - Road	way					
Line Number	Item	Quantity	Units		Description	Amou
0005	150-1000	1	LS	2,500,000.00	TRAFFIC CONTROL 0015280	\$2,500,000
0695	150-5010	20	EA	10,594.59	TRAFFIC CONTROL, PORTABLE IMPACT ATTENUATOR	\$211,891
0010	153-1300	1	EA	118,150.89	FIELD ENGINEERS OFFICE TP 3	\$118,150
0015	154-1000	1	LS	200,000.00	CONSTRUCTION VIBRATION MONITORING	\$200,000
0020	201-1500	1	LS	850,000.00	CLEARING & GRUBBING 0015280	\$850,000
0025	205-0001	142700	CY	11.79	UNCLASS EXCAV	\$1,682,659
JU25		173400	CY	10.95	BORROW EXCAV, INCL MATL	\$1,898,072
	206-0002	173400	٠.	10.50	DOTATION ENGLISHED	
0030	206-0002	3960	CY	89.07	FOUND BKFILL MATL, TP II	\$352,699
0030			CY	89.07		\$352,699
0030 0035 0105	207-0203	3960	CY	89.07 54.74	FOUND BKFILL MATL, TP II	\$352,699 \$157,371
0030 0035 0105 0110	207-0203 441-0740 441-3999 441-4020	3960 2875 1225 3022	CY SY LF SY	89.07 54.74 36.42 72.28	FOUND BKFILL MATL, TP II CONCRETE MEDIAN, 4 IN CONCRETE V GUTTER CONC VALLEY GUTTER, 6 IN	\$352,699 \$157,371 \$44,614 \$218,443
0030	207-0203 441-0740 441-3999	3960 2875 1225	CY SY LF SY	89.07 54.74 36.42 72.28	FOUND BKFILL MATL, TP II CONCRETE MEDIAN, 4 IN CONCRETE V GUTTER	\$352,699 \$157,371 \$44,614 \$218,443
0030 0035 0105 0110 0115 0120	207-0203 441-0740 441-3999 441-4020	3960 2875 1225 3022 300	CY SY LF SY SY LF	89.07 54.74 36.42 72.28 101.53 88.00	FOUND BKFILL MATL, TP II CONCRETE MEDWA, 4 IN CONCRETE VOITTER CONC VALLEY GUTTER, 5 IN CONC DAULEY GUTTER, 5 IN CONC DAULEY GUTTER, 5 IN CONC DAULED INTEGRAL CURB, TP 2, INCL DOWELS	\$352,699 \$157,371 \$44,614 \$218,443 \$30,458
0030 0035 0105 0110	207-0203 441-0740 441-3999 441-4020 441-4030	3960 2875 1225 3022 300	CY SY LF SY SY LF	89.07 54.74 36.42 72.28 101.53 88.00	FOUND BEFILL MATL TP II CONCRETE MEDIAM, 4 IN CONCRETE VOUTTER CONC VALLEY GUTTER, 6 IN CONC VALLEY GUTTER, 8 IN	\$352,699 \$157,371 \$44,614 \$218,443 \$30,458 \$1,056
0030 0035 0105 0110 0115 0120	207-0203 441-0740 441-3999 441-4020 441-4030 441-5052	3960 2875 1225 3022 300	CY SY LF SY SY LF	89.07 54.74 36.42 72.28 101.53 88.00 25.89	FOUND BKFILL MATL, TP II CONCRETE MEDWA, 4 IN CONCRETE VOITTER CONC VALLEY GUTTER, 5 IN CONC DAULEY GUTTER, 5 IN CONC DAULEY GUTTER, 5 IN CONC DAULED INTEGRAL CURB, TP 2, INCL DOWELS	\$352,699 \$157,371 \$44,614 \$218,443 \$30,458 \$1,056 \$844,188 \$697,066

	way					
Line Number	Item	Quantity	Units	Price	Description	Amo
0700	632-0003	4	EA	11,266.86	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	\$45,067
0705	634-1200	172	EA	186.57	RIGHT OF WAY MARKERS	\$32,089
0710	641-1100	21	LF	117.39	GUARDRAIL, TP T	\$2,465
0285	641-1200	5894	LF	32.34	GUARDRAIL, TP W	\$190,583
0290	641-5001	36	EA	2,012.52	GUARDRAIL ANCHORAGE, TP 1	\$72,450
0295	641-5015	27	EA	3,788.58	GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING	\$102,291
0300	643-1132	1021	LF	48.44	CH LK FENCE, ZC COAT, 4 FT, 9 GA	\$49,453
0305	643-1152	4454	LF	37.69	CH LK FENCE, ZC COAT, 6 FT, 9 GA	\$167,849
0310	643-1171	3350	LF	28.00	CH LK FENCE, ZC COAT, 8 FT, 9 GA	\$93,800
0320	643-8010	5	EA	900.00	GATE, CHAIN LINK ZC COAT 8'	\$4,500
0315	643-8010	10	EA	700.00	GATE, CHAIN LINK ZC COAT 6'	\$7,000
0630	643-8200	3892	LF	3.09	BARRIER FENCE (ORANGE), 4 FT	\$12,035
0100 Total						\$10,687,669.
0110 - Pave						
Line Number	Item	Quantity			Description	Amo
0040	310-1101	102235			GR AGGR BASE CRS, INCL MATL	\$3,656,985
0715	318-3000	500			AGGR SURF CRS	\$23,345
	402-1812	5415			RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$666,172
0045	402-3103	20	TN	220.18	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	\$4,403
			TN	98.17	RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	\$4,543,092
0045 0050 0055	402-3121	46280			RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2 INCL BITUM MATL & H LIME	\$1,811,410
0050	402-3121 402-3190	46280 16700		108.47	INCOTOCED ASPIT CONC 15 MM SUPERIFAVE, GP 1 ON 2,140E BIT OM MATE & 11 EINE	
0050 0055			TN		RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME	\$1,586,205
0050 0055 0065	402-3190	16700	TN	110.46	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED	\$1,586,205 \$3,964



0110 - Pave	0110 - Pavement										
Line Number	Item	Quantity	Units	Price	Description	Amount					
0080	441-0016	4095	SY	67.51	DRIVEWAY CONCRETE, 6 IN TK	\$276,437.73					
0085	441-0018	650	SY	98.51	DRIVEWAY CONCRETE, 8 IN TK	\$64,030.29					
0090	441-0104	8243	SY	51.39	CONC SIDEWALK, 4 IN	\$423,579.41					
0095	441-0108	15340	SY	67.92	CONC SIDEWALK, 8 IN	\$1,041,859.36					
0140	446-1100	10485	LF	7.94	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	\$83,207.60					
0145	500-9999	33	CY	412.92	CLASS B CONC, BASE OR PVMT WIDENING	\$13,626.48					
0110 Total	0110 Total										

0200 - Drain	1200 - Drainage										
Line Number	Item	Quantity	Units	Price	Description	Amount					
0100	441-0204	250	SY	78.47	PLAIN CONC DITCH PAVING, 4 IN	\$19,617.63					
0720	500-3002	2475	CY	960.36	CLASS AA CONCRETE	\$2,376,892.81					
0755	500-3800	54	CY	1,813.51	CLASS A CONCRETE, INCL REINF STEEL	\$97,929.54					
0725	511-1000	275360	LB	1.31	BAR REINF STEEL	\$360,812.47					
0205	550-2180	942	LF	67.98	SIDE DRAIN PIPE, 18 IN, H 1-10	\$64,038.13					
0210	550-2240	394	LF	74.27	SIDE DRAIN PIPE, 24 IN, H 1-10	\$29,260.66					
0215	550-3518	1	EA	1,680.34	SAFETY END SECTION 18 IN, STORM DRAIN, 6:1 SLOPE	\$1,680.34					
0220	550-4118	34	EA	744.71	FLARED END SECTION 18 IN, SIDE DRAIN	\$25,320.08					
0225	550-4124	3	EA	1,035.76	FLARED END SECTION 24 IN, SIDE DRAIN	\$3,107.28					
0230	550-4218	5	EA	1,305.08	FLARED END SECTION 18 IN, STORM DRAIN	\$6,525.40					
0235	550-4224	3	EA	1,492.17	FLARED END SECTION 24 IN, STORM DRAIN	\$4,476.51					
0240	550-4230	1	EA	1,724.99	FLARED END SECTION 30 IN, STORM DRAIN	\$1,724.99					
0150	550-5180	18558	LF	92.52	STORM DRAIN PIPE, 18 IN, CLASS III	\$1,716,986.16					
0155	550-5240	6750	LF	107.24	STORM DRAIN PIPE, 24 IN, CLASS III	\$723,870.00					
0160	550-5300	2896	LF	128.59	STORM DRAIN PIPE, 30 IN, CLASS III	\$372,396.64					
0165	550-5302	422	LF	158.29	STORM DRAIN PIPE, 30 IN, CLASS IV	\$66,798.38					

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9/28/2023

GD	T Senga Superires of Ferepoo	e dation				9/28/2023					
0300 - Temp	0300 - Temporary Erosion Control										
Line Number	Item	Quantity	Units	Price	Description	Amount					
0535	163-0232	15	AC	787.70	TEMPORARY GRASSING	\$11,815.49					
0540	163-0240	1430	TN	99.39	MULCH	\$142,123.58					
0545	163-0301	10	EA	2,717.22	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	\$27,172.25					
0740	163-0502	11	EA	741.69	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 2	\$8,158.59					
0550	163-0503	22	EA	746.59	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	\$16,425.01					
0555	163-0527	700	EA	556.06	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	\$389,245.27					
0560	163-0541	10	EA	1,524.14	CONSTRUCT AND REMOVE ROCK FILTER DAMS	\$15,241.36					
0565	163-0550	195	EA	254.75	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	\$49,676.22					
0570	165-0010	10532	LF	0.72	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$7,548.50					
0575	165-0030	7503	LF	0.80	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	\$6,032.79					
0580	165-0041	3315	LF	3.44	MAINTENANCE OF CHECK DAMS - ALL TYPES	\$11,408.37					
0585	165-0087	22	EA	167.24	MAINTENANCE OF SILT CONTROL GATE, TP 3	\$3,679.39					
0590	165-0101	10	EA	1,096.45	MAINTENANCE OF CONSTRUCTION EXIT	\$10,964.47					
0595	165-0105	195	EA	102.08	MAINTENANCE OF INLET SEDIMENT TRAP	\$19,904.97					
0600	165-0110	10	EA	344.21	MAINTENANCE OF ROCK FILTER DAM	\$3,442.11					

0300 Total										
0620	171-0030	15005	LF	4.99	TEMPORARY SILT FENCE, TYPE C	\$74,868.65				
0615	171-0010	21064	LF	3.26	TEMPORARY SILT FENCE, TYPE A	\$68,643.36				
0610	167-1500	36	MO	821.35	WATER QUALITY INSPECTIONS	\$29,568.51				
0605	167-1000	12	EA	350.58	WATER QUALITY MONITORING AND SAMPLING	\$4,206.95				
0735	165-0310	5	EA	922.56	MAINTENANCE OF CONSTRUCTION EXIT TIRE WASH AREA (PER EACH)	\$4,612.81				
UOUU	165-0110	10	5	344.21	MAINTENANCE OF ROCK FILTER DAM	\$3,442.11				

| 1 EA | 20,000.00 BIORETENTION BASIN, NO. -- 1 | EA | 40,000.00 BIORETENTION BASIN, NO. -- 3

\$20,000.00 \$40,000.00 Page: 5 of 12

GDQT Rengal Section 1 Sect

Line Number	Item	Quantity	Units	Price	Description	Amou
0170	550-5303	762	LF	188.74	STORM DRAIN PIPE, 30 IN, CLASS V	\$143,819.8
0175	550-5360	2164	LF	201.80	STORM DRAIN PIPE, 36 IN, CLASS III	\$436,695.2
0180	550-5362	394	LF	291.65	STORM DRAIN PIPE, 36 IN, CLASS IV	\$114,910.1
0185	550-5363	93	LF	326.52	STORM DRAIN PIPE, 36 IN, CLASS V	\$30,366.3
0190	550-5420	169	LF	375.00	STORM DRAIN PIPE, 42 IN, CLASS III	\$63,375.0
0195	550-5600	571	LF	414.19	STORM DRAIN PIPE, 60 IN, CLASS III	\$236,502.4
0200	550-5720	64	LF	600.76	STORM DRAIN PIPE, 72 IN, CLASS III	\$38,448.6
0730	550-9000	6703	LF	5.56	VIDEO INSPECTION	\$37,268.6
0250	610-9230	1	LS	45,000.00	REM CLVT, CONCRETE, STA 297+00.00	\$45,000.0
0245	610-9230	1	LS	65,000.00	REM CLVT, CONCRETE, STA 253+00.00	\$65,000.0
0415	668-1100	132	EA	6,688.21	CATCH BASIN, GP 1	\$882,843.8
0420	668-1110	256	LF	619.58	CATCH BASIN, GP 1, ADDL DEPTH	\$158,613.1
0425	668-2100	50	EA	4,814.34	DROP INLET, GP 1	\$240,717.1
0430	668-2110	34	LF	504.05	DROP INLET, GP 1, ADDL DEPTH	\$17,137.8
0435	668-2200	1	EA	855.70	DROP INLET, GP 2	\$855.7
0440	668-2210	2	LF	438.81	DROP INLET, GP 2, ADDL DEPTH	\$877.6
0445	668-4300	17	EA	4,922.52	STORM SEWER MANHOLE, TP 1	\$83,682.8
0450	668-4311	8	LF	586.51	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	\$4,692.1
0455	668-4312	84	LF	670.50	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	\$56,321.6
0460	668-4313	72	LF	573.84	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 3	\$41,316.3
0465	668-4400	4	EA	6,747.13	STORM SEWER MANHOLE, TP 2	\$26,988.5
0470	668-4412	21	LF	550.00	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 2	\$11,550.0
0475	668-4413	32	LF	700.00	STORM SEWER MANHOLE, TP 2, ADDL DEPTH, CL 3	\$22,400.0
0480	668-5005	7	EA	3,759.33	JUNCTION BOX, SPCL DES	\$26,315.3

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GDQT Acceptation to the transportation of th

Line Number	Item	Quantity	Units	Price	Description	Amour
0680	169-0005	1	EA	40,000.00	BIORETENTION BASIN, NO 2	\$40,000.0
0690	169-0006	3	EA	3,000.00	BIORETENTION BASIN MAINTENANCE	\$9,000.0
0820	169-0040	1	EA	100,000.00	WET DETENTION POND, NO 4	\$100,000.0
0815	169-0040	1	EA	100,000.00	WET DETENTION POND, NO 3	\$100,000.0
0810	169-0040	1	EA	100,000.00	WET DETENTION POND, NO 2	\$100,000.0
0805	169-0040	1	EA	100,000.00	WET DETENTION POND, NO 1	\$100,000.0
0750	603-2036	108	SY	78.83	STN DUMPED RIP RAP, TP 1, 36 IN	\$8,513.6
0745	603-2181	15	SY	65.04	STN DUMPED RIP RAP, TP 3, 18 IN	\$975.6
0625	603-7000	123	SY	5.43	PLASTIC FILTER FABRIC	\$667.8
0635	700-6910	30	AC	1,059.16	PERMANENT GRASSING	\$31,774.9
0640	700-7000	60	TN	111.46	AGRICULTURAL LIME	\$6,687.3
0645	700-8000	6	TN	1,426.52	FERTILIZER MIXED GRADE	\$8,559.1
0650	700-8100	1500	LB	3.41	FERTILIZER NITROGEN CONTENT	\$5,109.6
0655	700-9300	16594	SY	10.03	SOD	\$166,452.4
0660	711-0100	3500	SY	5.82	TURF REINFORCING MATTING, TP 1	\$20,371.3
0665	711-0200	3500	SY	6.28	TURF REINFORCING MATTING, TP 2	\$21,982.7
0670	716-2000	50813	SY	1.27	EROSION CONTROL MATS, SLOPES	\$64,433.4
0400 Total						\$844.528.0

0600 - Signir	0600 - Signing										
Line Number	Item	Quantity	Units	Price	Description	Amount					
0260	636-1033	620	SF	24.95	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	\$15,468.56					
0265	636-1036	1117	SF	25.29	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$28,251.21					
0270	636-1041	120	SF	41.17	HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9	\$4,940.98					
0275	636-2070	1955	LF	11.20	GALV STEEL POSTS, TP 7	\$21,904.05					
0280	636-2080	623	LF	15.03	GALV STEEL POSTS, TP 8	\$9,361.75					

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9/28/2023

Total \$79,926.55

0610 - Pavement Marking

Line Number	Item	Quantity	Units	Price	Description	Amount
0345	653-0110	2	EA	101.09	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	\$202.18
0350	653-0120	92	EA	96.40	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$8,868.97
0355	653-0130	- 11	EA	171.98	THERMOPLASTIC PVMT MARKING, ARROW, TP 3	\$1,891.77
0360	653-0170	27	EA	144.70	THERMOPLASTIC PVMT MARKING, ARROW, TP 7	\$3,906.96
0365	653-0210	1	EA	201.59	THERMOPLASTIC PVMT MARKING, WORD, TP 1	\$201.59
0380	653-1704	775	LF	9.08	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	\$7,038.84
0385	653-1804	11190	LF	2.62	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	\$29,371.62
0370	653-2501	8	LM	2,510.46	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$20,083.68
0375	653-2502	7	LM	2,549.78	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$17,848.46
0390	653-4501	7	GLM	1,610.91	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$11,276.37
0395	653-6004	9490	SY	4.44	THERMOPLASTIC TRAF STRIPING, WHITE	\$42,094.41
0400	653-6006	510	SY	5.98	THERMOPLASTIC TRAF STRIPING, YELLOW	\$3,049.76
0405	654-1001	60	EA	7.93	RAISED PVMT MARKERS TP 1	\$475.55
0410	654-1003	2970	EA	4.89	RAISED PVMT MARKERS TP 3	\$14,532.77
0610 Total						\$160,842.93

0700 - Signals

Line Number	Item	Quantity	Units	Price	Description	Amount
0325	639-3004	7	EA	22,493.42	STEEL STRAIN POLE, TP IV	\$157,453.91
0330	647-1000	1	LS	124,600.00	TRAFFIC SIGNAL INSTALLATION NO 1	\$124,600.00
0335	682-2160	17	EA	1,000.00	PULL BOX, TYPE 6	\$17,000.00
	682-2170	2	EA	2,724.95	PULL BOX, TYPE 7	\$5,449.91
0485	682-6222	80	LF	13.78	CONDUIT, NONMETL, TP 2, 2 IN	\$1,102.41
0490	682-6233	15055	LF	10.43	CONDUIT, NONMETL, TP 3, 2 IN	\$156,964.78
0495	682-9950	14485	LF	20.00	DIRECTIONAL BORE 3"	\$289,700.00

Page: 7 of 12

GDOT Seeing a

9/28/2023

0904 - Wall 4						
Line Number	Item	Quantity	Units	Price	Description	Amount
	500-3115	151	LF	995.74	CLASS A CONCRETE, TYPE P2, RETAINING WALL	\$150,356.74
0904 Total						

0905 - Wall 5

Line Number	Item	Quantity	Units	Price	Description	Amount
0790	627-1000	1161	SF	70.97	MSE WALL FACE, 0 - 10 FT HT, WALL NO 5	\$82,401.88
0795	627-1010	4837	SF	78.44	MSE WALL FACE, 10 - 20 FT HT, WALL NO 5	\$379,400.11
0800	627-1160	468	LF	545.92	TRAFFIC BARRIER H, WALL NO 5	\$255,491.78
090S Total						\$717,293.77

GDQT Secretary of Department of the reported

9/28/2023

0700 - Signals

Line Number	Item	Quantity	Units	Price	Description	Amount
0500	935-1113	14840	LF	1.57	OUTSIDE PLANT FIBER OPTIC CABLE, LOOSE TUBE, SINGLE MODE, 24 FIBER	\$23,298.80
	935-1512	170	LF	2.44	OUTSIDE PLANT FIBER OPTIC CABLE, DROP, SINGLE MODE, 12 FIBER	\$415.30
0510	935-3102	2	EA	784.00	FIBER OPTIC CLOSURE, UNDERGROUND, 12 FIBER	\$1,568.00
	935-3603	2	EA	1,600.00	FIBER OPTIC CLOSURE, FDC PRE-TERMINATED, TYPE A, 12-FIBER	\$3,200.00
0520	935-4010	6	EA	63.20	FIBER OPTIC SPLICE, FUSION	\$379.20
0525	936-1000	2	EA	4,145.00	CCTV SYSTEM	\$8,290.00
0530	939-2300	2	EA	2,268.03	FIELD SWITCH, TYPE A	\$4,536.05
0700 Total			\$793,958.36			

0901 - Wall 1

Line Number	Item	Quantity	Units	Price	Description	Amount
0760	500-3115	250	LF	995.74	CLASS A CONCRETE, TYPE P2, RETAINING WALL	\$248,935.00
0901 Total			\$248,935.00			

0902 - Wall 2

Line Number	Item	Quantity	Units	Price	Description	Amount
0765	500-3110	145	LF	658.64	CLASS A CONCRETE, TYPE P1, RETAINING WALL	\$95,502.80
9902 Total				\$95,502.80		

0903 - Wall 3

Line Number	Item	Quantity	Units	Price	Description	Amount
0775	627-1000	371	SF	70.97	MSE WALL FACE, 0 - 10 FT HT, WALL NO 3	\$26,331.70
0780	627-1010	620	SF	78.44	MSE WALL FACE, 10 - 20 FT HT, WALL NO 3	\$48,630.98
0785	627-1120	104	LF	469.72	COPING B, WALL NO 3	\$48,851.18
9903 Total					\$123,813.86	

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TOTALS FOR CONCEPT NAME 0015280

ITEMS COST:	\$37,684,095.33
TYPICAL SECTION:	\$0.00
AD-HOC PRICING:	\$0.00
ESTIMATED COST:	\$37,684,095.33
CONTINGENCY PERCENT:	
ENGINEERING AND INSPECTION:	
ESTIMATED COST WITH CONTINGNECY AND E&I:	

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"Safely Connecting Communities in South Hall"

Outcome Criteria:

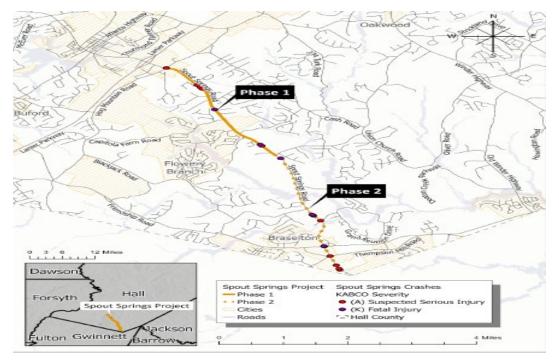
The following summarizes many of the benefits of the Safely Connecting Communities in South Hall project. Please see the Project Description and Benefit Cost Analysis for further details.

Criterion #1 Safety - Spout Springs Road has been identified by GHMPO as the locally maintained two-lane roadway having the highest serious injury and fatality rates for its length. Improvement of current conditions is an important objective to the local communities and traveling public at large.

Data obtained from the GDOT crash report over a ten-year period in the study area along Spout Springs Road ranks severity and develops annualized costs. The analysis team used Crash Modification Factors Clearing House to find appropriate Crash Reduction Factors. Installing any type of median barrier would improve safety in the corridor by reducing loss to property as well as serious crashes or incidents.

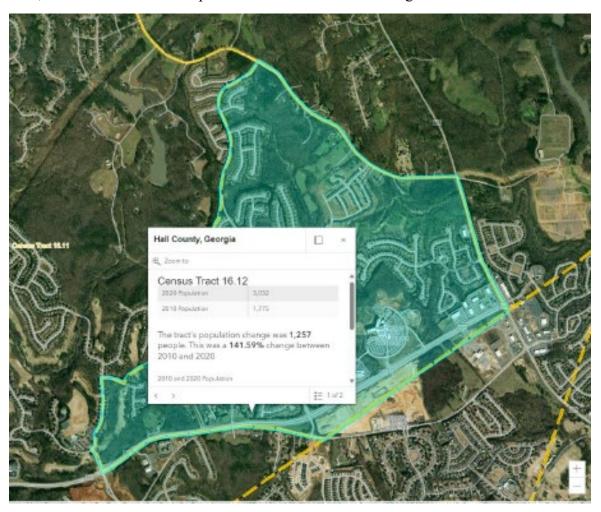
The value of these infrastructure improvements along this corridor will go well beyond the 30-year analysis period. Project elements will enhance the City of Flowery Branch, Hall County, and surrounding areas. These improvements will increase safety for pedestrians, bicyclists, transit users and motorists.

Improvements will also provide improved response times operations from Fire Station 14 along Spout Springs Road and access to the Northeast Georgia Medical Center south Hall campus.



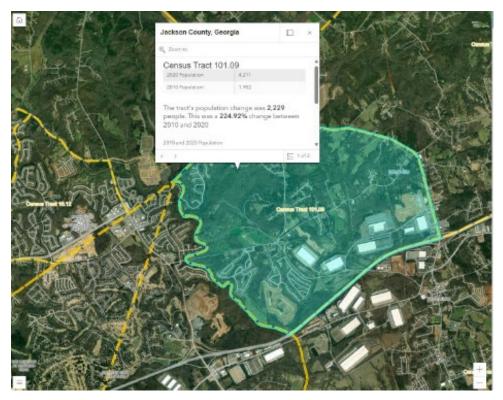
Criterion #2 State of Good Repair - The Safely Connecting Communities in South Hall project will replace an obsolete road section struggling to keep up with the times with a proper minor arterial for the 21st century. The Benefit Cost Analysis and Project Description detail the current symptoms of inadequate infrastructure (serious and fatal crashes). These vulnerabilities and risks to the current and future populations cannot be resolved without major action. With assistance from GDOT Hall County was able to undertake Phase 1 improvements. The resulting differences are like night and day.

A complicated factor for accomplishing the project locally has been the rapid increase in costs of public right-of-way. Substantial year-over-year land value increases have dramatically raised the non-construction cost of the project. This has the effect of lowering the Benefit-Cost ratio (or requiring additional commensurate serious injuries and loss of life). A new four-lane road with medians, sidewalk and multi-use path will serve the area well for generations to come.

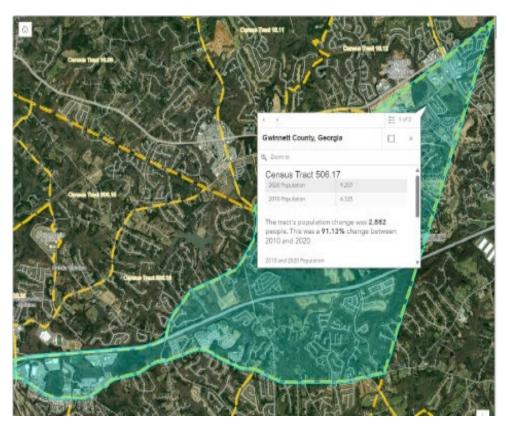


The Safely Connecting Communities in South Hall project has had a long history of public discussions, presentations, active engagement, value engineering input from GDOT, and news media coverage of too frequent serious injury and fatality crashes. The public approved funding for right-of-way acquisition as a specific project in a referendum.

Safely Connecting Communities also has many key supporters as evidenced by the many letters of support. The project connects the City of Flowery Branch with the Town of Braselton and provides key linkage to a 30+ mile pedestrian/bicycle system. Please see the variety of accompanying letters of support incorporated here by reference.







Criterion #3 Economic Impacts, Freight Movement, and Job Creation - Currently, use of the right-of-way is limited only to passenger vehicles and trucks. Improvements brought by the Safely Connecting Communities project are based on ADAAG/PROWAG and recently revised MUTCD standards. These will substantially increase accessibility for pedestrian, cycling, micromobility and disabled user groups in the community as well as improving capacity and safety for passenger vehicles and trucks. It will facilitate increased use of the County's existing mobility-on-demand program and accommodate future mass transit. Median installations and intersection realignments will improve roadway safety and efficiency throughout. The new sidewalks will reduce conflicts between pedestrians and motorists. It will provide increased pedestrian network connectivity and reinforce the utility and popularity of the Highlands to Islands Trail/Braselton Lifepath network.

Criterion #4 Climate Change, Resilience, and the Environment - The Safely Connecting Communities in South Hall project provides the following environmental sustainability and related benefits:

Current congestion and perception of risks are causing individuals to seek alternate routes. Even though these alternates are longer in distance, the avoidance behavior provides the drivers and passengers with the satisfaction of more consistent movement along a less stressful route. It also often allows for an earlier arrival time than the more direct route along Spout Springs Road. This condition will only worsen over time if meaningful intervention does not occur. Improved traffic

flow will result in substantial reduction or near complete elimination of these bypass trips. This will reduce total vehicle miles traveled along a daily commuter route.

Reduced congestion and travel time will result in reduced transportation-related air pollution and emission of greenhouse gases. This is important in the project area because of the existing air quality issues.

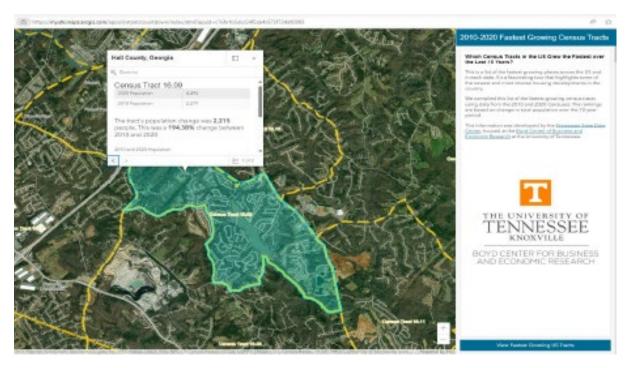
The introduction of sidewalks and shared use paths built to ADAAG/PROWAG standards will provide active transportation (pedestrian, cycling and micromobility) options in an area that throughout history has never had any. These improvements will fill a currently missing key linkage between the Spout Springs Sidepath opened in 2023 as part of Phase 1 widening and the Highlands to Islands Trail to the north with the Braselton Lifepath (to downtown Braselton). It will also provide the necessary spine to link major areas of residential neighborhoods. This is a more equitable use of right-of-way than presently.

Roadside drainage is currently open ditches which convey stormflow and sediment without treatment. The widening will provide planted medians and curbed drainage systems with water quality and detention improvements consistent with Georgia's high standards.

Criterion #5 Quality of Life - Safely Connecting Communities will improve safety for pedestrians, especially children going to and from the several public and private schools in the area. The quality-of-life impact addresses several mobility concerns. The Spout Springs Road path will enhance the pedestrian realm particularly as it relates to speed and safety.

Additionally, health benefit values are calculated by using the USDOT 2022 formula for Benefit-Cost analysis. Health benefits are calculated by estimating increased numbers of pedestrians and bicyclists along the corridor and multiplying this value of net benefit per walking and cycling trip to estimate total health savings to users from physical exercise. These pedestrian and bicycle enhancements will make Spouts Springs Road truly multimodal, offering residents many transportation options.

The accompanying images from the University of Tennessee depict changes from 2010 to 2020. Not shown are the more than 4,000 additional lots and residential units approved since the Census. Nor is the projected growth to 2050 shown. Growth brings opportunity, new ideas and competition. Roadway and active transportation improvements brought by the Safely Connecting Communities in South Hall project will improve multiple forms of travel, regardless of user or purpose (work, personal, leisure or other purposes).



Travel along corridors that are known to be safe and efficient encourages additional commerce and the provision of services. In the near term established businesses at I-985 Exit 12 and Duncan Corners will benefit. More long-term, future businesses (currently unknown) will be added to this corridor to support the residential growth. All will benefit from the roadway improvements and accessibility to the greater region.

Support from major stakeholders, business owners, chambers of commerce and economic development agencies remains strong. Lower travel times benefit employers and employees. Efficient movement of goods as well as accessibility to job centers is a long-term investment. Safety and efficiency in this part of Hall County will encourage similar improvements elsewhere in the County and region.

The reduction in vehicle miles traveled means less fuel consumption and reduced vehicle maintenance/depreciation. This will allow households to have more money for other discretionary purchases, which helps diversify the local economy and insulate from fuel price changes.

The Safely Connecting Communities in South Hall project has had a long history of public discussions, presentations, active engagement, value engineering input from GDOT, and news media coverage of too frequent serious injury and fatality crashes. The public approved funding for right-of-way acquisition as a specific project in a referendum.

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Criterion #6: Innovation Areas: Technology, Project Delivery, and Financing

Safely Connecting Communities project will employ technology in the following areas:

High efficiency lighting

Visible crosswalks and signage incorporating new PROWAG standards.

Telemetry of demand-based street signal timing

Use of recyclable materials in construction

In combination these individual approaches have a beneficial cumulative effect beyond the sum of their parts and become a basis for further implementation in the County and its several local jurisdictions.

The County has recently become aware of patented point cloud technology to automate data collection and documentation for ADAAG/PROWAG compliance of constructed curb-ramps. It will likely be field trialed before the grant award, but this may be one of the first projects in the southeast to implement the technology for sidewalks and shared use paths where none previously existed.

In addition, if awarded the County and participating jurisdictions will seek project-specific input from the Volpe National Transportation Center of the Research and Innovation Technology Administration of the Federal Highway Administration. This National Center of Excellence directs major technology innovation research and administers the FHWA's Small Business Innovation Research program. The Center has expertise that may not yet be known and applied in Georgia on a project of this nature. This may allow the project to serve as a demonstration project for newly developed technologies, particularly those developed by US Small Business interests.

Innovative construction as a design-build was planned when the longer version of the project was proposed for TIGER 1 funding (2009), but plans are complete with environmental review soon to be completed. With experience learned with Phase 1, the project will now be constructed as a traditional design-bid-build.





AUSTIN OFFICE

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TBPE Firm Registration No. 812

MEMORANDUM

DATE: February 26, 2024

TO: Bill Schmid AICP, Project Director

CC:

FROM: Alliance Transportation Group, Inc. **RE:** Spout Springs Rd Phase II - BCA

Executive Summary

The Safely Connecting Communities in South Hall project (aka Spout Springs Road Widening Project Phase II) aims to enhance a critical thoroughfare in Hall County, facilitating vital connections between Interstates 85 and 985, and offering an alternative route to State Routes 347 and 53. This phase of the project, encompassing a 2.5-mile stretch from the City of Flowery Branch to the Town of Braselton, addresses crucial transportation needs and introduces active transportation facilities to improve pedestrian connectivity within the Flowery Branch and Braselton communities. It will complete improvements needed to solve problems first identified in 2004.

The proposed upgrades involve transforming an undivided two-lane section into a four-lane roadway with a raised median, ADA-compliant pedestrian facilities, and a truck/bus turnaround. Through careful analysis comparing both build and no-build scenarios, the benefits of the project become evident, notably including increased pedestrian safety, reduced conflicts between pedestrians and motorists, and enhanced potential for transit accessibility.

A comprehensive benefit-cost analysis reveals the financial implications of the project. With estimated cost of \$77,514,602 in 2022 dollars, the project promises substantial benefits, totaling \$136,686,099 and discounted benefits of \$79,719,445. These findings highlight a favorable outcome, with a benefit-to-cost ratio of 1.20, emphasizing the project's potential to yield significant advantages relative to its costs.

The analysis considered various data variables and general assumptions, including demographic projections indicating a 40.7% population increase in Hall County by 2050 and valuations for travel time and pedestrian activities. Additionally, employment density data underscored regional economic disparities and emphasized the project's potential to stimulate economic growth along Spout Springs Road.

Furthermore, the project's multi-modal improvements align with USDOT Merit guidelines, addressing safety concerns, enhancing transit access, and improving overall quality of life. The analysis accounted for direct and indirect benefits, incorporating factors such as safety improvements, residual infrastructure values, and quality-of-life enhancements, reflecting the project's comprehensive community impacts.

Ultimately, the Spout Springs Road Widening Project Phase II represents a strategic investment in Hall County's infrastructure, poised to deliver significant long-term benefits in transportation,

safety, and community well-being. Its alignment with USDOT guidance underscores its potential as a trans-formative initiative deserving of consideration and support from stakeholders and decision-makers alike.

Background Information

Hall County initiated the Spout Springs Road project, engaging STV for engineering services encompassing both Phase I and II starting in 2011. Initially, construction and right of way were funded by GDOT, with Phase I proceeding independently. Following plans progression and

construction completion in 2022, Phase II engineering resumed in 2022, with ROW plans submitted to Hall County and GDOT. GDOT funding for construction and utilities is scheduled for 2027, with early acquisition of 24 parcels underway. Environmental clearance for Phase II is in progress, paralleling Phase I's prior approval.

ADA Sidewalks

While specific documentation for ADA compliant sidewalks is pending, project plans reflect GDOT requirements for sidewalk safety enhancements, fostering a safer environment for pedestrians.

Noise Study

A noise study is ongoing, with anticipated completion in March, providing insights into noise mitigation strategies.

Safe Routes to School

Though lacking SRTS funding, the project integrates truck/bus turnarounds and extensive sidewalks, ensuring safe passage for students traveling to and from school.

Culverts

Existing culverts, previously approved by FEMA and GDOT, are undergoing revision following updated FEMA studies for resubmission, enhancing flood resilience.

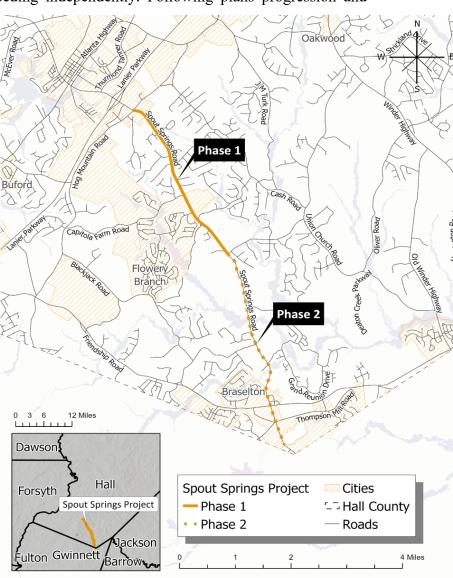


Figure 1: Spout Springs Road Project

Environmental

NEPA documentation is underway, ensuring full permitting compliance for Phase II. MS4 facilities are included in the design to mitigate runoff impacts.

Development

Amid rapid development along Spout Springs, project plans are being adjusted to accommodate new developments, ensuring alignment with evolving community needs.

Traffic and Safety

Pending GDOT approval, traffic data and safety enhancements, including median installations and intersection realignments, promise improved roadway safety and efficiency.

Spout Springs Road is classified primarily as a Rural Major Collector by the Georgia Department of Transportation (GDOT). The posted speed limit along the corridor is 45 mph. Figure 1 shows the Spout Springs Road Widening Phase II project corridor and the previously completed Phase I. Investment in the Spout Springs Road Widening Phase II project will generate a variety of benefits that align with the MPDG outcome criteria and United States Department of Transportation (USDOT) guidance on the preparation of MPDG applications. The analysis compares both a build and a no-build scenario, highlighting the additional benefits accrued from the proposed project. Table 1 shows the proposed benefits, comparing the build and no build scenarios.

Table 1: Summary of Proposed Benefits

No Build Status	Build Changes	Benefits
Currently no sidewalks exist on the stretch of Spout Springs Road defined in Phase II	Adds sidewalks on either side of Spout Springs connecting to Phase I pedestrian improvements and local sidewalk infrastructure.	 Increased safety of pedestrians Reduced conflicts between pedestrians and motorists Increased pedestrian network connectivity
Insufficient and unsafe crossings along Spout Springs Road	Adds a truck/bus turnaround.	 Provide enhanced safety for transit services. Upgraded intersections better accommodate multimodal transportation

The results of the benefit-cost analysis combine the annual schedule of costs and benefits to determine the project's net benefits. Under the build scenario, it is estimated that the project will cost \$77,514,602 in 2022 dollars. Table 2 presents results of the benefit-cost analysis conducted for this application. In accordance with USDOT guidance, the net benefits are monetized using a consistent base year (2022) and are discounted at 7 percent, which reflects the time value of money (i.e, benefits in the short term are of greater value than benefits in the long term). After discounting, the net benefits total \$79,710,445 with a benefit-to-cost ratio of 1.20.

The cost benefit analysis for Spout Springs Road reveals a comprehensive view of its financial implications. In terms of costs as shown in table 2, the total project costs for the project are estimated at \$77,514,602 in 2022, while the total discounted costs, accounting for future

expenditures, amount to \$66,541,134. On the benefits side as shown in table 3, the road project showcases significant advantages, with total benefits projected at \$136,686,099. When considering discounted benefits, which incorporate the future value of these advantages, the total stands at \$79,719,445. This analysis underscores the substantial potential benefits of the project against its associated costs, indicating a favorable outcome for stakeholders and decision-makers to consider.

Table 2: Cost

Cost	
Total Costs (\$2022)	\$77,514,602
Total Discounted Costs (\$2022)	\$66,541,134

Table 3: Benefit

Benefits	
Total Benefits	\$136,686,099
Total Discounted Benefits	\$79,719,445

General Assumptions

In undertaking the cost benefit analysis for Spout Springs Road, several general assumptions have been made to provide a structured framework for evaluation. Firstly, the analysis period spans from the projected Open Year of 2030 to the Design Year of 2050, providing a comprehensive outlook on the road project's impact over time. The project itself spans a length of 2.5 miles, stretching from the City of Flowery Branch at the intersection of Union Circle to the Town of Braselton where it intersects State Route 347, thereby addressing key transportation needs within the region.

Population growth is a crucial factor considered in the analysis, with data from the Atlanta Regional Commission (ARC) indicating an estimated 40.7% increase in the Hall County population between 2020 and 2050, translating to an average annual growth rate of 1.14%. These demographic projections serve as a foundational element in assessing the road project's potential to accommodate future demand.

Furthermore, the analysis incorporates various key assumptions regarding benefit and cost valuation. Travel time is valued at \$17.90 per person-hour according to USDOT Benefit-Cost Analysis Guidance for in-vehicle travel across all purposes, while pedestrian travel time holds a value of \$35.80 per person-hour, encompassing walking, cycling, waiting, and standing activities. Additionally, the project corridor length is estimated at 2.5 miles, factoring in proposed corridor median and sidewalk improvements.

These general assumptions, along with assorted variables outlined in Table 4, provide a robust basis for conducting the cost benefit analysis, enabling stakeholders to gauge the project's feasibility and potential impact accurately.

- Analysis Period: The project Open Year is projected to be 2030, with 2050 being the Design Year.
- **Project Length:** Project length is **2.5 miles**¹ and runs from the City of Flowery Branch at the intersection of Union Circle to the Town of Braselton where it intersects State Route 347.
- *Population Growth:* According to the ARC data, the Hall County population will see an increase of 40.7% (or 1.14% per year) between 2020 and 2050.

Table 4: Analysis Assumptions – Assorted Variables and Sources Benefit/Cost Analysis (*See Calculations Workbook, BCA Data*)

Key Analysis Assumptions	<u>Value</u>	<u>Source</u>
Analysis period (year)	20	USDOT Benefit-Cost Analysis Guidance
Base year	2024	USDOT Benefit-Cost Analysis Guidance
Open year	2030	Hall County
Design Year	2050	Hall County Estimate
Travel time value (person-hour)	\$17.90	USDOT <i>Benefit-Cost Analysis Guidance</i> (In-Vehicle Travel, All Purposes)
Pedestrian travel time value (personhour)	\$35.80	USDOT <i>Benefit-Cost Analysis Guidance</i> (Walking Cycling, Waiting, Standing, All Purposes)
Project Corridor length (mile)	2.5	Proposed corridor median and sidewalk improvements

Population Data

The data preparation process for the demographic analysis incorporated various sources of existing demographic and employment data from public and proprietary sources. To update demographic estimates and forecasts, there's incorporated data from the 2010 U.S. Census and the U.S. Census Bureau's 2017 American Community Survey and proprietary data from Woods & Poole. Data sources utilized in the development of the demographics are included in the following:

- Woods & Poole Complete Economic and Demographic Data Source (CEDDS)
- U.S. Census Bureau's American Community Survey (ACS)
- U.S. Census Bureau's Population Estimates

As a result of data being more readily available at higher levels of geography, a top-down approach is traditionally used in the development of socioeconomic estimates and forecasts.

¹ GeoPI Project Information (ga.gov)

Note that tables in this report include Georgia statewide totals and samples of select counties to compare across available demographic estimates. The sample counties were selected to summarize demographic inputs for large counties in the state, and include Hall, Forsyth, and Gwinnett County.

Analysis of Population Trends

As evidenced by the significant historical population and employment growth patterns of neighboring counties, Hall County is likely to experience more population growth in the future compared to historical trends.

Neighboring Gwinnett County is a couple decades ahead of Hall County in the process of urban development. Hall and Forsyth County are similar in their population saturation, and both counties have attracted an increasing share of regional growth in recent years. This is evident in the historical population growth trends of these counties as shown in **Figure 2.** In Hall, Gwinnett, and Forsyth Counties, the population growth rates have **increased** between 2010-2020 but both Hall and Forsyth population growth rates are at an **accelerated** rate by 2040 compared to 2010. The growth rate of Hall County population compared to neighboring counties shows that Hall County is continuously growing, as well as remaining a thriving rural county.

Table 2 Population Growth by Counties

	Population Growth				
Area	2010	2020	2040	2010-2040% Change	
Hall County	179,684	203,136	371,570	106.8%	
Forsyth County	175,511	244,252	252 361,000 10		
Gwinnett County	805,321	957,062	1,350,000	67.6%	

Population Growth Per County 1,600,000 1,400,000 1,200,000 1,000,000 800,000 600,000 400,000 200,000 0 2010 2020 2040 Forsyth County Hall County **Gwinnett County**

Figure 2: Population Growth Per County

Population Growth of Cities in Hall County

The population growth projections for Gainesville, Flowery Branch, and Oakwood City indicate significant expansion over the coming decades as shown in **Table 6**. Gainesville, with a population of 33,804 in 2010, is expected to experience an 83.7% increase by 2040, reaching 62,085 residents. Flowery Branch, starting with a population of 5,679 in 2010, is projected to more than double by 2040, growing by 159.4% to 14,731 residents. Oakwood City, with a population of 3,970 in 2010, anticipates the most dramatic growth, with a staggering 233.5% increase by 2040, reaching 13,241 residents. These substantial population growth rates as shown in **Figure 3** show the need for infrastructure development to accommodate the evolving needs of these communities.

Table 3: Population Growth by Cities in Hall County

	Population Growth				
Area	2010	2020	2040	2010-2040 % Change	
Gainesville	33,804	43,525	62,085	83.7%	
Flowery Branch	5,679	8,630	14,731	159.4%	
Oakwood City	3,970	5,296	13,241	233.5%	

Population Growth for Hall County Cities

70,000

60,000

50,000

40,000

20,000

10,000

2010

2010

2020

2040

Gainesville

Flowery Branch

Oakwood City

Figure 3: Population Growth for Hall County Cities

Spout Springs Road

The total project length is 2.5 miles and runs from the City of Flowery Branch at the intersection of Hog Mountain Road to the Town of Braselton where it intersects State Route 347. It facilitates connection between Interstates I-85 and I-985 and serves as an alternate to State Routes 347 and SR 53. The census blocks had to be used to analyze the corridor in terms of population growth, the census blocks that were used for this population analysis were 16.02 and 16.03 as shown in **Table 7. The census block boundaries changed from 2010 to 2020 as illustrated in Figures 4 and 5**. The corridor is showing a 1.12% growth rate from 2010 to 2020.

Table 4: Spout Springs Road Population

Data Source	2010	2020	% Change
Total Population	4,903	5,499	1.12%

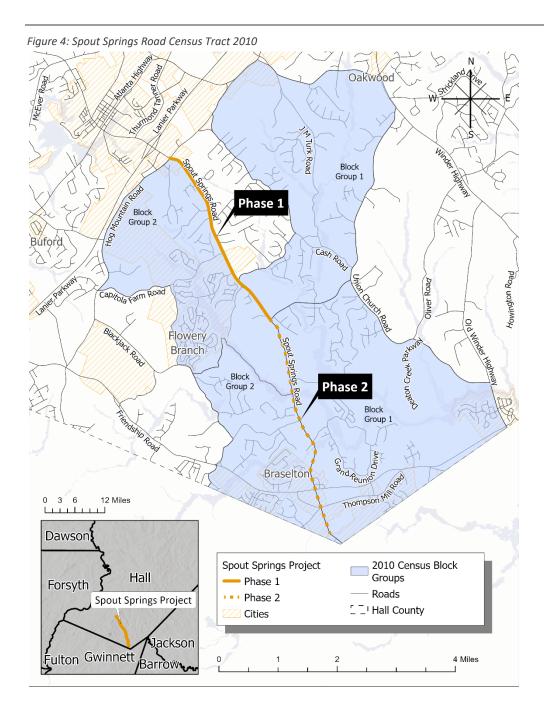
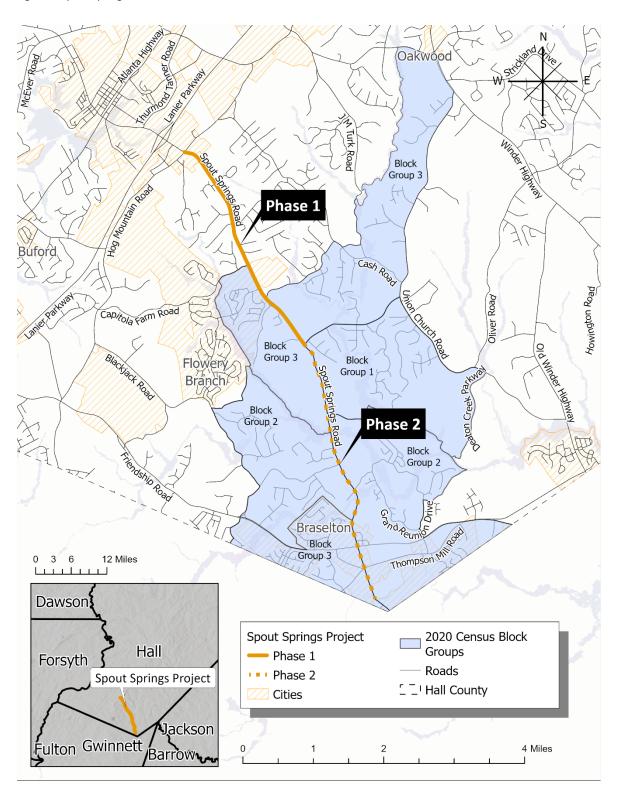


Figure 5: Spout Springs Road Census Block 2020



Employment Data

The employment data for the project's phases, sourced from 2018 and utilizing 2010 census block groups, offers valuable insights into employment density along Spout Springs Road, as shown in **Figure 6.** Despite its reliance on slightly dated census data, this information remains pertinent for understanding localized employment patterns. By focusing on employment density rather than raw employment figures, the analysis captures the nuanced variations in economic activity within the region. Specifically, Phase II of the project reveals a modest employment

density, ranging from approximately 0.05 to 0.1 jobs per acre. This localized data underscores the intricacies of employment distribution along the road corridor, particularly as it connects to Flowery Branch, where employment density notably increases, ranging from 0.1 to 0.4 jobs per acre. Notably, this analysis excludes the largest employment areas in Hall County to highlight the subtle shifts in density and emphasize regional differences in economic activity and job opportunities along Spout Springs Road. As the road extends towards Flowery Branch, it intersects with areas of denser commercial and industrial activity, suggesting significant economic potential associated with the project's completion and its impact on employment dynamics within the region.

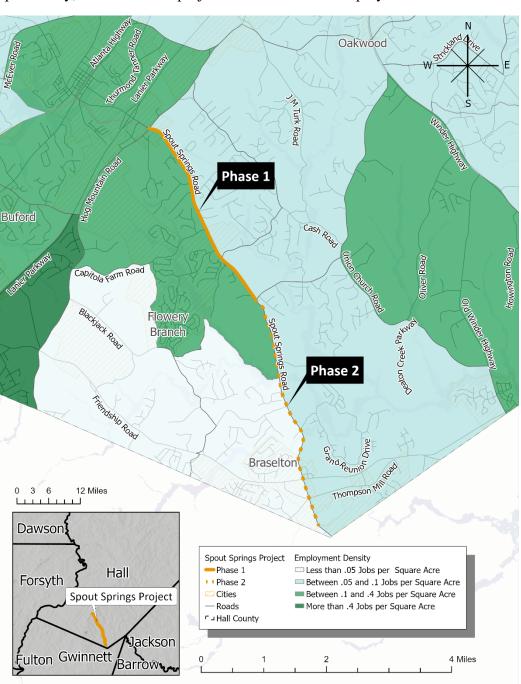


Figure 6: Spout Springs Road Employment Data

Benefit Cost Analysis

ATG, under work assignment on behalf of Hill County, Georgia, completed an analysis of the benefit associated with the costs incurred for the proposed Spout Springs Road, Phase II. This project will fund construction of roadways, sidewalks, median improvements, bus turnarounds as well as creating safer routes to schools through the construction of the sidewalks along Spout Springs Road which will get students to and from school.

This memo provides documentation of the methodology, data, and calculations used in the development of the benefit cost analysis, sensitivity analysis and various worksheets in the data workbook: *BCA Data*.

The figures provided in this memo reflect screenshots from within the worksheets within the Excel file provided. The Excel file is fully functional and documents the calculations and values used in each computation.

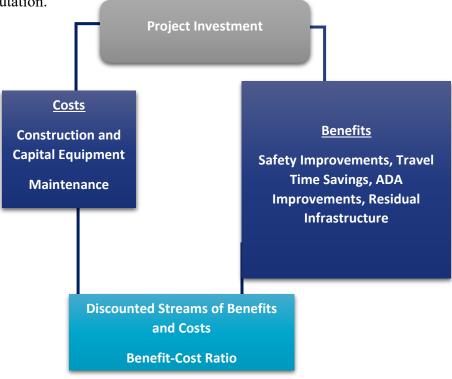


Figure 7: Benefit-Cost Analysis Methodology

Please transmit this memorandum and accompanying Excel file to the Federal Transit Administration. This allows FTA to review all work and recreate the analysis as outlined in the Benefit-Cost Analysis Guidance for Discretionary Grant Program by US Department of Transportation, January 2024, using \$2022.

The method for completing the benefit cost analysis for the project is shown in Figure 1. This framework flowchart follows the guidance provided by the US Department of Transportation and explains the inputs used by ATG for the County as well as the outcome which is based on cost and benefits adjusted to 2022 dollars.

Project Investment

The project defined in the application by Hall County is the widening of Spout Springs Road. The Phase II portion is a 2.5-mile project that will fund a raised median, sidewalk improvements that meet ADA requirements, road improvements and multimodal connectivity miles and runs from the City of Flowery Branch at the intersection of Hog Mountain Road to the Town of Braselton where it intersects State Route 347. This corridor connects Flowery Branch to other surrounding cities such as Mountain Road to the Town of Braselton. Spout Springs Road as well as the two primary census tracts overlaying the project area (Census Tracts 16.02 & 16.03).

This project is defined primarily as a multi-modal improvement or to address other operating deficiencies on Spout Springs Road. Based upon the USDOT policy guidance provided, this project **used an operating period of 20 years for the benefit cost analysis** (even if the useful physical life of the underlying infrastructure is greater). This is intended to correspond to the typical "design year" for such improvements. In addition, as per Hall County, the elements of this project are interconnected into three phases and **is expected to be completed as phases**. Therefore, the benefit cost analysis looked at the composite of costs and benefits for the improvement in the surrounding area for Phase II.

A map of the project area and the various components are included as an attachment to the MPDG application. The costs for Design and Construction components of this project, as developed by the GDOT and Hall County, are shown **Table 8**.

Table 5: Estimated Design and Construction

Description	Federal	Local Match	Total Project
Right of Way (ROW)	\$10,056,000	\$13,240,859	\$23,296,859
Utilities (UTL)	\$7,331,312	\$1,832,828	\$9,164,141
Design and Construction	\$25,000,000	\$20,053,602	\$45,053,602

Table 6: Total Estimated Project Costs

Description	Federal	Local Match	Total Project
Total Project Cost	\$25,000,000	\$52,514,602	\$77,514,602
Federal to Local Ratio	80% (capped at 25 million)	20%	

Benefits

This analysis considered both direct and indirect benefits as defined by USDOT and as calculated by ATG. Calculations for each of these are included in the BCA Excel worksheet. The variables identified include the following:

- Travel Time Savings
- Safety Improvement Benefits
- Residual Infrastructure Benefits
- Quality of Life Benefits (Equity and Health)

The following sections provide an overview of the methodology and data used for calculating each benefit area. Full calculation methods can be reviewed in the noted workbook.

Travel Time Savings

Travel Time Savings – this benefit represents the time savings the project will provide for drivers using the corridor. With Spout Springs Rd Phase I now open as a 4-lane segment, this section under consideration now forms a bottle neck for traffic. Travel time savings represent one of the primary benefits of capacity projects as they improve the capacity and operation of the roadway network. A reduction in travel time provides positive environmental benefits through reduced emission and economic benefits as drivers have more time to spend outside the car working or spending in the economy.

Method of Calculation – Travel Time Savings (See Calculations Workbook, BCA Data)

At the time of the analysis there was no travel demand model information available for the study corridor under no-build and build conditions. Given the lack of model data, a traffic impact study conducted in June of 2021 for a multi-use development along the corridor was used to estimate travel time savings realized through the widening project.

The Clark Farms Development traffic impact study analyzed traffic operations at three intersections in the proposed corridor, Spout Springs Rd at Union Circle, Lancaster Crossing and Williams Rd. Intersection traffic operations were analyzed at these three locations without and with the widening project in question using Synchro software in accordance with the Highway Capacity Manual (HCM 6). The results of the analysis showed an overall decrease in through time at the intersections of 4.1 seconds per car in the AM and a 3.3 second per car in the PM peak with the widening project in place. The decrease in time during the peak periods was average to obtain an overall savings of 3.7 seconds per car traveling through the corridor. Given that intersections provide most delay in a corridor, the improvement in through time at these intersections was used to estimate the decrease in overall travel time.

The Georgia Department of Transportation maintains a permanent traffic count station in the corridor (139-0437). This station was used to obtain average travel speed and the growth in Average Annual Daily Traffic volumes. The traffic counter provided that the average speed in the corridor is 50mph and in the last five years had an annual growth rate of 2.6%. The average speed (50mph) was multiplied by the length of the corridor (2.5 miles) to obtain an average travel time of 3 minutes and 48 seconds. This time was found to be consistent with Google's travel time planner as a spot check. The 2.6% growth rate was used to project AADT travel volumes out to the year 2050. These volumes were then multiplied by 365 to obtain average annual traffic volumes. Finally, the annual volumes were multiplied by the travel time of 3.48 with no improvement and 3.44 with the widening project in place to estimate build conditions. These numbers were then input into the BCA travel time savings tab.

	Positives Associated with This Variable	Negatives Associated with Variable
•	A reduction in travel time has environmental, quality of life and economic benefits. Through	None
	time savings and emission reductions.	

Safety Improvement Benefits

Safety Improvements - this represents the savings received through a reduction of potential for accidents created because of the corridor traffic signal upgrades and associated improvements. The analysis incorporated the crash reduction factors (CRF) as documented below for the analysis which considered the total number of accidents provided for Spout Springs Road as well as the key intersections described in the application summary.

Method of Calculation – Safety Improvements (See Calculations Workbook, BCA Data)
Crash data was obtained from GDOT crash report the crashes recorded covers a span of ten years (2012-2022) as shown in **Figure 8**. The crash data contained attributes for severity, time of day, contributing factors, and location. Data was clipped in ArcGIS to the locations identified in the proposed scope of work. The data was then summarized by severity and year. The 10-year average for each applicable severity type was used to develop annualized costs. The Analysis team then used the Crash Modification Factors Clearing House to find appropriate CMFs that both corresponded to the scope of work and were applicable to the crash types shown in the data. The following Crash Reduction Factors (CRF) were selected:

• Install any type of median barrier (CMF ID: 42)
Unit value (\$2022) costs based on MAIS level were used for severe through minor injury crashes.
Property Damage Only (PDO) costs were used for no injury crashes. ²

See Calculations Workbook, BCA Data

Positives Associated with This Variable	Negatives Associated with Variable
 Improving safety in corridor will reduce loss to property, potential for serious crashes or incidents. 	None

 $^{^{2} \, \}underline{\text{https://www.transportation.gov/office-policy/transportation-policy/benefit-cost-analysis-guidance-discretionary-grant-programs-0}$

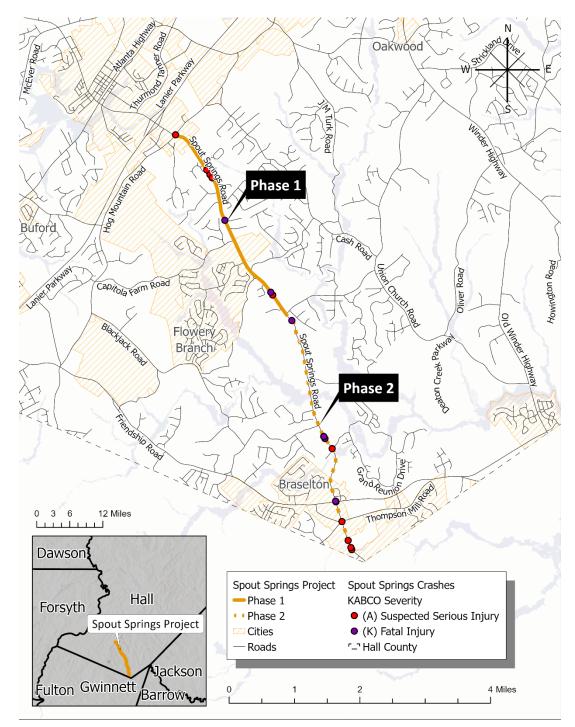


Figure 8: Crash Data 2010-2012

Infrastructure Benefits

Most project elements will have longer lifespans than the 30-year analysis period and will therefore continue to benefit Hall County and Spout Springs Road after 2050. The value of performing infrastructure work and bringing up to a state of good repair is reflected as a residual value: the remaining value of the infrastructure after the analysis period.

Method of Calculation – Residual Value After 2050 (See Cost Summary, BCA Data)

Project elements were sorted according to their category in the <u>BEA Rate of Depreciation</u>, <u>Service Lives, Declining-Balance Rates, and Hulten-Wykoff Categories</u>, and the 20-year project analysis period was subtracted from the total expected lifespan of each category in order to determine how much useful life each element of infrastructure would still have after 2050. The percentage of the useful life remaining was multiplied by the cost of the project element and counted toward the project as a benefit to the city.

Positives Associated with This Variable	Negatives Associated with Variable
 Project elements will contribute value to the City of Flowery Branch and Hall County after the project analysis period ends in 2050 	Certain elements may require replacement before their expected service life ends

Quality of Life - Equity

Quality of Life -Equity – this represents the potential savings realized within the community for improved transit access. As mentioned in the introduction of this memorandum, this project will not only improve safety in the corridor for car users and transit but additionally pedestrians, which compromises of children going to and from school. The quality-of-life impacts help address several mobility concerns beyond the calculable benefits discussed further in this section. The current path pedestrians have to take to access Braselton is 6.6 miles, the quality of life of pedestrians increase as they will be able to walk the corridor at a quicker pace, and safely as shown in Figure 9. Figure 10 provides additional information on how the project will improve connectivity in the Highlands to Islands Trail System encouraging and allowing for additional levels of pedestrian activity on the project corridor.

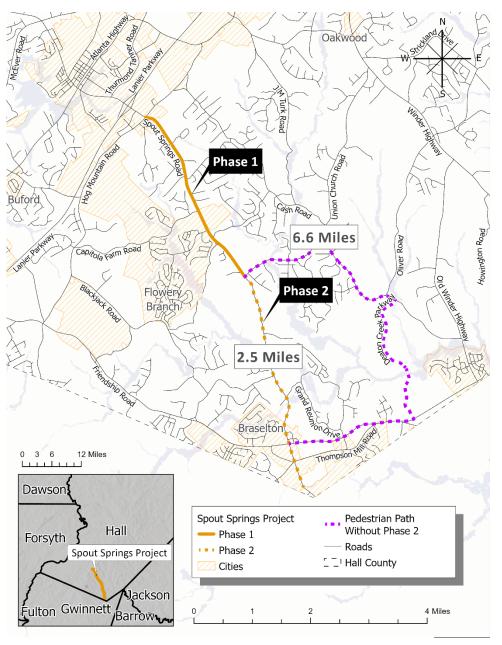


Figure 9: Phase II Pedestrian Path Transformation

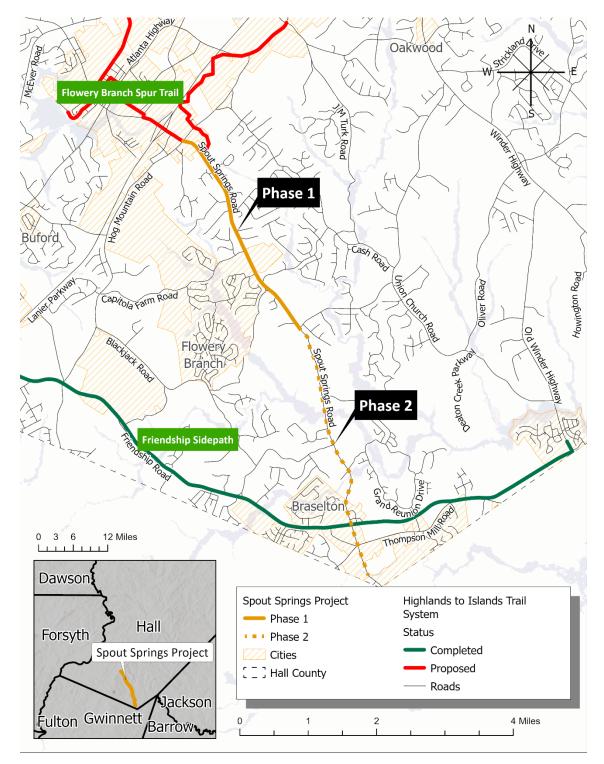


Figure 9: Phase II connection to Trail System

Method of Calculation – Quality of Life-Equity (See Ridership Forecasts Workbook, BCA Data) This value was developed using the health benefit values for walking and cycling provided by the USDOT in the 2022 Benefit-Cost Analysis guidance. Based on ridership estimates for the span of BRT service and bus capacity, quality of life improvements from improved service were estimated.

Health benefits were calculated by estimating increased numbers of pedestrians and bicyclists along the corridor, multiplying by the value of net benefit per walking and cycling trip to estimate the total health savings to users from physical exercise.

Positives Associated with This Variable	Negatives Associated with Variable
 This variable accounts for the direct benefit associated with improving mobility in the population. Many residents use Spout Springs road to access jobs, school, and connecting to Braselton. Having safe roads is very important to all community residents. Median intersection, and sidewalks to reduce crashes. 	None

Data Variables

The analysis employed a comprehensive set of data variables, as outlined in Table 10, to assess the anticipated conditions resulting from the project. These variables, detailed in the attached file (See Calculations Workbook, BCA Data), encompass crucial aspects such as the analysis period, base year, open year, and design year, providing a structured framework for evaluating the project's long-term impact. Additionally, travel time values, both for in-vehicle travel and pedestrian activities, were meticulously considered, aligning with USDOT Benefit-Cost Analysis Guidance to ensure accuracy and reliability in the assessment process. The project corridor length, spanning 2.5 miles, incorporates proposed improvements including corridor median enhancements and sidewalk installations, highlighting the attention to detail in addressing transportation needs and enhancing accessibility within the area. By utilizing these key analysis assumptions, the analysis aims to provide a comprehensive understanding of the project's potential benefits and costs, aiding stakeholders in making informed decisions regarding its implementation.

Our analysis finds that the proposed project has a net Benefit Cost Ratio of 1.20 as shown in Figure 11. After accounting for all capital costs, the new present value of operations and maintenance costs, and the net present value of all benefits, the benefits exceed the costs.

Benefit/Cost Analysis (See Calculations Workbook, BCA Data)

Table 7: Analysis Assumptions – Assorted Variables and Sources

Key Analysis Assumptions	<u>Value</u>	<u>Source</u>
Analysis period (year)	30	USDOT Benefit-Cost Analysis Guidance
Base year	2024	USDOT Benefit-Cost Analysis Guidance
Open year	2030	Hall County
Design Year	2050	Hall County Estimate
Travel time value (person-hour)	\$17.90	USDOT <i>Benefit-Cost Analysis Guidance</i> (In-Vehicle Travel, All Purposes)
Pedestrian travel time value (personhour)	\$35.80	USDOT <i>Benefit-Cost Analysis Guidance</i> (Walking Cycling, Waiting, Standing, All Purposes)
Project Corridor length (mile)	2.5	Proposed corridor median and sidewalk improvements

Benefit Cost Analysis Results

Table 1. BCA Results

Category	Value
Total Discounted Benefits	\$79,719,445
Total Discounted Costs	\$66,541,134
Net Present Value	\$13,178,311
Benefit Cost Ratio	1.20

Figure 10: Benefit Cost Ratio

"Safely Connecting Communities in South Hall"

Project Readiness:

Project Schedule: Hall County has prepared a project schedule for the "Safely Connecting Communities in South Hall" project to identify the major milestones and activities. The schedule reflects environmental approval and permitting times, right-of-way acquisition estimate, procurement processing, construction, and a period of project closeout. We have also left a buffer within the timeline for any unexpected delays that might occur. Our start date is March 1, 2024, with a period of performance end date of September 5, 2031. The right-of-way acquisitions are in the early stages as the property owners have been informed of their property being marked as public necessity. Georgia Department of Transportation has given Hall County permission to move forward with the early acquisition of the first four properties due to hardships presented by the property owners. The Project Schedule is on Page 5 of the Project Readiness file.

Environmental Risk Assessment: Originally conceived in 2004 as a 6.2-mile project with GDOT project number PI 0009679 (Hall County), the project alignment of the Safely Connecting Communities in South Hall application has previously received all necessary permits to proceed but lacked sufficient funding to do so as a single-phase project. As a result, it was divided into two phases in 2017.

The project length for PI 0009679 was reduced to 3.69 miles. It was designed, permitted, and constructed on acquired right-of-way at a total cost of \$64,197,640 of State and Local funds and opened to traffic in January 2023. Travel conditions in Phase I portion of the corridor since reopening are much improved and provide a stark contrast with the substandard conditions along the second and final phase of the project.

Status summaries provided below show the status of permitting for PI 0015280 as of February 23, 2024:

Air/Noise: Addendum underway. Plan to submit to GDOT in mid-March (waiting on Traffic info to be approved by GDOT).

Archaeology: Underway and plan to submit to GDOT in mid-March.

History: HRSR submitted to GDOT. Notification letter sent out February 22, 2024.

Ecology: Underway and plan to submit by mid-March or sooner.

Public Involvement: not required for Phase II; however, the county has posted a current layout for Phase II which will be sent to Hall County before February 26, 2024.

NEPA: FHWA approval of re-eval expected in September 2024.

Additional background information:

Air

 Air Assessment June 2013 PI 0009679 (begins ~700 feet south Thompson Mill Road)

- o Addendum March 2014 PI 0009679 (begins ∼1,700 feet south of Thompson Mill Road)
- Addendum II July 2015 PI 0009679 (begins ~1,700 feet south of Thompson Mill Road)
- o Addendum III November 2016 to split PI 0009679 & PI 0015280
- o Addendum IV November 2018 PI 0009679

Noise

- Noise screening assessment July 2013 PI 0009679
- o Addendum I April 2014 PI 0009679
- o Addendum II June 2015 PI 0009679
- o Addendum III November 2016 to split PI 0009679 & PI 0015280
- o Addendum IV November 2018 PI 0009679

Archaeology

- o Phase I report December 2013 PI 0009679
- o Addendum April 2014 PI 0009679
- o Second Addendum November 2016 to split PI 0009679 & PI 0015280
- o Third Addendum March 2019 PI 0009679

History

- Historic Resources Survey Report April 2012 PI 0009679
- o Finding of No Historic Properties Affected April 2014 PI 0009769
- o Reevaluation December 2016 to split PI 0009679 & PI 0015280
- o Second Reevaluation January 2019 PI 0009679

Ecology

- o Protected Aquatic Species Survey Report March 2012 PI 0009679
- o Ecology Resource Survey Report June 2012 PI 0009679
- o Practical Alternatives Report October 2013 PI 0009769
- Protected Species Survey Report for Symphyotrichum georgianum Georgia Aster May 2014 PI 0009679
- Ecology Assessment of Effects Report May 2014 PI 0009769
- o Addendum I April 2015 PI 0009679
- o Memorandum I to Addendum I December 2016 to split PI 0009679 & PI 0015280
- Addendum II February 2019 PI 0009679 noting design has not progressed for PI 0015280
- o Buffer Variance (BV-069-19-01) April 2019 PI 0009679
- US Army Corps of Engineers Permit (SAS-2012-00652) September 2019 PI 0009679

• NEPA and Public Involvement

- o Logical Termini Justification February 2013 PI 0009679
- o Public Information Open House Response Letter March 2013 PI 0009679

- o Draft Environmental Assessment December 2014 PI 0009679
- o Public Hearing Open House Response Letter May 2015 PI 0009679
- Final Environmental Assessment/Finding of No Significant Impact May 2016 PI 0009679
- Environmental Reevaluation February 2017 for PI 0009769 ROW with no funding authorization for PI 0015280
- Environmental Reevaluation March 2019 for PI 0009679 Let with no funding authorization for PI 0015280
- Use on Construction Environmental Reevaluation prepared by GDOT September 2021 PI 0009679

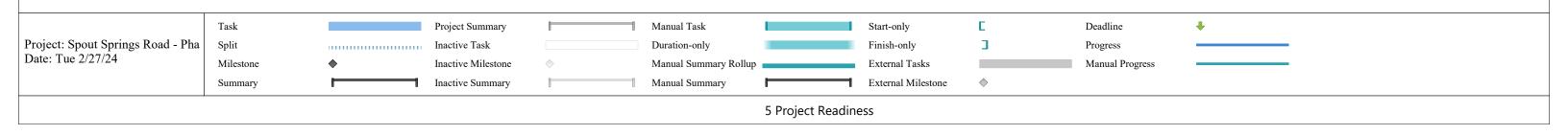
Hall County is moving expeditiously toward conclusion of permitting requirements. With an anticipated announcement of MPDG awards, the County can move quickly to solicit construction bids. The County is not aware of any issues that would prevent it from rapidly entering into an Award Agreement, starting construction within or well in advance of the 18 month deadline.

Technical and Financial Completeness Review: Hall County follows the general provisions set forth in the Code of Federal Regulations to include 2 CFR Part 200 and 49 CFR Part 200. While 2 CFR Part 200 set uniform administrative requirements for federal awards to non-federal entities, capital projects utilize the guidance provided within 49 CFR Part 633, for public transportation. Hall County has sufficiently staffed their Grant's Division with individuals who are certified in the Federal Requirements and Guidelines, which assist project management with the technical capacity and financial oversite of the project.

A Project Management Team will be created to provide project management and to ensure proper oversight for "Safely Connecting Communities in South Hall." This team will consist of Hall County's Grant Manager, members of Engineering, Public Works, and others as see fit by Hall County Administration. The team will be charged with ensuring overall compliance, such as procurement requirements, conflict of interest, management risk, safety, and adequate staffing for job responsibilities. Quality control will also be met to enhance the standards set by Hall County's citizens and all partnering entities involved. During the implementation phase and throughout the project performance, the management team will confirm the budget can meet all anticipated costs plus any future contingencies. The budget must also be fully justifiable, and all expenses must be reasonable, allocable, and allowable by the sponsoring agency. A project schedule will also be provided and kept up to date. This allows the Project Management Team to accurately manage the budget and timeline of the project, while also ensuring all work has been completed on time. The Project Management Team will meet once a month at a minimum throughout the period of performance to discuss, analyze and ensure continuous management of the project. By Hall County setting forth a Project Management Team to oversee "Safely Connecting Communities in South Hall," we can establish compliance and keep the project on track while not exceeding the budget.

Hall County processes grant agreements by having the Chairman of the Board of Commissioners sign as a legal signatory for items presented and approved by the Board of Commissioners at a public voting hearing held prior to signing. This is a two-step process to gain full approval by the Board for accepting and legally committing to a grant agreement. All reimbursement claims submitted to the sponsoring agency are strongly analyzed to ensure grant compliance with local, state, and federal reporting requirements have been met. Hall County contracts with an external audit firm on an annual basis to perform a Single Audit. Hall County successfully processed over \$8.5 million in federal grant expenditures in fiscal year 2023 alone, per the Schedule of Expenditures of Federal Awards (SEFA) for 2023. Based on FY2023 audit, almost 78% of Hall County's investments lie with capital assets, net any related outstanding debt used to acquire those assets. These assets are marked restricted and not available for future spending. The additional portion of the county's net position 22% are marked temporary restricted, and marked on how they must be used. From fiscal year 2022 to 2023 Hall County reflected a positive net position increase of over \$17 million. This change in net position is an indicator of Hall County's financial stability and positive financial health. Hall County's Annual Comprehensive Financial Report is made available at www.hallcounty.org.

ID	Task Name	Duration	Start	Finish	Predecessors	2024
1	Spout Springs Road Phase 2	1819 days	Tue 10/1/24	Fri 9/19/31		Q1 Q2 Q3 Q4 Q1 Q1 Q1 Q2 Q3 Q4 Q1
2	Final Design Complete	1 day	Tue 10/15/24	Tue 10/15/24		
3	Completion of Environmental Permitting	523 days	Wed 10/16/24	Fri 10/16/26		
4	Right-of-way Acquisition	783 days	Wed 10/16/24	Fri 10/15/27		
5	Permitting	120 days	Mon 5/3/27	Fri 10/15/27	4FS-120 days	
6	Authorization to Bid	60 days	Mon 10/18/27	Fri 1/7/28	4	
7	Contractor Solicitiation (Bidding)	5 mons	Mon 1/10/28	Fri 5/26/28	6	
8	Construction contract award	0 days	Fri 7/28/28	Fri 7/28/28	7FS+45 days	7/28
9	Construction	780 days	Mon 9/11/28	Fri 9/5/31	8FS+30 days	
10	Mobilization	30 days	Mon 9/11/28	Fri 10/20/28		
11	Clearing & Grubbing	120 days	Mon 10/23/28	Fri 4/6/29	10	
12	Utility Relocations	180 days	Mon 1/15/29	Fri 9/21/29	11FS-60 days	
13	Excavation and Grading	180 days	Mon 7/2/29	Fri 3/8/30	12FS-60 days	
14	Culvert Extensions	120 days	Mon 12/17/29	Fri 5/31/30	13FS-60 days	
15	Medians, Curbs, Curb Ramps and Pavement	180 days	Mon 3/11/30	Fri 11/15/30	14FS-60 days	
16	Traffic Signal	60 days	Mon 8/26/30	Fri 11/15/30	15FS-60 days	
17	Sidewalks	120 days	Mon 8/26/30	Fri 2/7/31	15FS-60 days	
18	Striping and Signage	60 days	Mon 10/7/30	Fri 12/27/30	15FS-30 days	
19	Landscaping	90 days	Mon 11/18/30	Fri 3/21/31	17FS-60 days	
20	Project Closeout	120 days	Mon 3/24/31	Fri 9/5/31	19	



"Safely Connecting Communities in South Hall"

Project Requirements: Statutory Selection Requirements

23 U.S.C. 173 Rural

- 1. This project will generate regional economic, mobility, and safety benefits. Currently, use of the right-of-way is limited to only passenger vehicles and trucks. With the improvements brought forth by this project accessibility for pedestrian, cycling, micromobility, and disabled user groups in the community will substantially increase. It will facilitate increased use of the County's existing mobility program and accommodate future mass transit. Median installations and intersection realignments will improve roadway safety and efficiency throughout. The new sidewalks will reduce conflicts between pedestrians and motorists.
- 2. This project will be cost effective as a comprehensive benefit-cost analysis reveals the financial implication of the project. With an estimated cost of \$77,514,602, the project promises substantial benefits, totaling \$136,686,099 and discounted benefits of \$79,719,445. These findings highlight a favorable outcome, with a benefit-to-cost ration of 1.20, emphasizing the project's potential to yield significant advantages relative to its costs. The project's multi-modal improvements align with USDOT Merit guidelines, addressing safety concerns, enhancing transit access, and improving overall quality of life.
- 3. The project contributes to (7) national goals described under 23 U.S.C.§ 150, Federal-aid highway program.
 - a. Safety Analysis was conducted based on crash data obtained from GDOT over a span of ten years (2012-2022) then used correlating data to highlight attributes for severity, time of day, contributing factors, and location. The data was used to find the appropriate Crash Modification Factors that corresponded to the scope of work. It was found that by installing median barriers it improved safety by decreasing the potential for serious crashes or incidents and reduced the risk of loss to property.
 - **b.** *Infrastructure Condition* Majority of the project's elements will have a longer lifespan than the 30-year analysis period and therefore will continue to benefit Hall County and Spout Springs Road after the year 2050.

- c. Congestion Reduction After extensive analysis it was found that on average a reduction of 3 minutes and 48 seconds through a 2.5-mile corridor of traffic congestion would be saved per motorist. After applying the annual 2.6% growth rate to the year 2050 projection it was found that there was still a time savings of 1.2% per motor vehicle. A reduction in travel time has environmental, quality of life and economic benefits through time savings and emissions reduction.
- **d.** System Reliability "Safely Connecting Communities in South Hall" aims to enhance a critical thoroughfare in Hall County, facilitating vital connections between Interstates 85 and 985, and offering an alternative route to Sate Routes 347 and 53. The proposed upgrades will transform a two-lane roadway into a four-lane roadway with a raised median, provide ADA-compliant pedestrian facilities, and a truck/bus turnaround. The project also will utilize noise mitigation strategies, safe routes to and from school, updated culverts to enhance flood resilience, and increased roadway safety and efficiency.
- **e.** Freight Movement and Economic Vitality This project will facilitate increased use of the County's exiting mobility-on-demand program and accommodate future mass transit.
- f. Environmental Sustainability Current congestion in this area has caused individuals to seek alternate routes that are longer is distance. The avoidance behavior has provided motorists with the satisfaction of a more consistent movement along a less stressful route. While this may be a benefit to the motorists it has caused an increase in transportation-related air pollution and emissions of greenhouse gases. The project will traumatically decrease congestion by improving traffic flow and assisting to eliminate bypass trips by motorists. This will reduce total vehicle miles traveled along a daily commuter route.
- g. Reduced Project Delivery Delays "Safely Connecting Communities in South Hall" has begun the early stages of the right-of-way acquisitions. As this project was originally designed as one prior to being split into two phases all necessary permits were received. Due to lack of funding the project was split into two phases and phase 1 has been completed. Phase II permits will need to be resubmitted and updated. All permitting is scheduled to be complete by September 2024 then Hall County can move directly into the construction phase. The county is not aware of any issues that would prevent them from entering into an award agreement and starting construction within or well in advance of the 18-month deadline.

- 4. "Safely Connecting Communities in South Hall" is based on the results of preliminary engineering activities that have been completed.
 - **a.** Environmental Assessments Status summaries are provided below to show the status of permitting for PI 0015280.
 - i. Air/Noise: Addendum underway. Plan to submit to GDOT in mid-March (waiting on Traffic info to be approved by GDOT).
 - ii. Archaeology: Underway and plan to submit to GDOT in mid-March.
 - iii. History: HRSR submitted to GDOT. Notification letter sent out February 22, 2024.
 - iv. Ecology: Underway and plan to submit by mid-March or sooner.
 - **v.** Public Involvement: not required for Phase II; however, the county has posted a current layout for Phase II which will be sent to Hall County.
 - vi. NEPA: FHWA approval of re-eval expected in September 2024.
 - **b.** Topographic Surveys A detailed field survey with a database was developed for the project 10 years ago. The survey and database have recently been updated and was approved by GDOT in April 2024.
 - c. Metes and Bounds Surveys The project area property lines and existing right-of-way for Spout Springs Road were included in the detailed field survey that was approved by GDOT in April 2024.
 - *d. Geotechnical Investigations* Geotechnical Investigations were completed for the project 10 years ago. GDOT has accepted and approved the soil surveys for the project. There will be additional work performed in 2024-2025 during the final planning phase for culverts and walls to be constructed.
 - e. Hydraulic Analysis Within the project area there are two creeks located. Both creeks have been studied and certified as "no-rise" conditions. The design for both culverts remain the same as the original design presented ten years ago, however FEMA has issued a new study for both area creeks which has changed the flood elevations. STV has provided an addendum to GDOT/Hall County for the original studies and determined that the new construction is still at a "no-rise" condition. This addendum was submitted in March 2024.
 - f. Utility Engineering United Consulting, as a sub to STV, provided a Subsurface Utility investigation report and submitted their findings to GDOT. This was approved in November 2023. GDOT provides coordination with utility owners to determine the required utility line relocations, the associated cost, and who is financially responsible for the relocation of utility.

- g. Traffic Studies A traffic study was conducted 10 years ago for this project. GDOT did not require a new full study to be performed, however STV was required to collect new traffic volumes for the project. With the revised data, the report was able to project traffic volume on opening day and 20 years plus to determine the lane requirements and intersection treatment for providing a safe transportation facility. The traffic study was approved by GDOT in April 2024.
- **h.** Financial Plans As part of Hall County Board of Commissioners' application to the FY2025 - 2026 Multimodal Project Discretionary Grant Opportunity we are proud to provide a cost share of \$15,502,920.56, 20% of the total project cost. This funding has been provided through Hall County's Special Purpose Local Option Sales Tax (SPLOST). This program was enacted by Georgia legislators in 1985 to provide capital-investing funding for infrastructure. County tax of 1% is charged on items subject to the state sales tax for capital projects. As Hall County continues to grow, an additional sales tax program has been proposed to address specific transportation needs throughout the county. This program is titled Transportation Special Purpose Local Option Sales Tax (TSPLOST). This is an additional 1% county sales tax to assist with transportation needs only. Hall County's TSPLOST program will be voted on by its citizens in the Fall of 2024. While Hall County welcomes tourists to enjoy its beautiful landscape, the cost of roadway maintenance can consume local citizens. With SPLOST and TSPLOST programs, local citizens share a portion of the cost with our visitors, which mitigates high millage rates.
 - i. Georgia Department of Transportation, GDOT, has continued to partner with Hall County Board of Commissioners to improve mobility needs across the county. Construction of Phase I was financially sponsored by GDOT. With assistance of \$62,011,681 in federal funding, this project is ideal to reflect how federal, state, and local entities can contribute to addressing a serious issue affecting its citizens.
- i. Revenue Estimates Hall County Board of Commissioners will utilize the revenue provided through the Hall County's Special Purpose Local Option Sales Tax (SPLOST) with potential additional funding provided from the Transportation Special Purpose Local Option Sales Tax (TSPLOST) program to be voted on by citizens in the Fall of 2024.
- **j.** Hazardous Materials Assessments Not Applicable
- **k.** General Estimates of the Types of Quantities of Materials The Georgia Department of Transportation (GDOT) has prepared a revised cost estimated on October 5, 2023. The estimate includes right-of-way acquisition, land and

improvements, valuation and legal services, relocations, demolition, administrative cost, and construction expenses. Construction details are outlined by material within sections to include roadway, pavement, drainage, temporary erosion control, permanent erosion control, signing, pavement marking, signals, and walls.

- **l.** Other Work Needed To Establish Parameters For The Final Design Not Applicable
- 5. This project is reasonably expected to begin construction no later than 18 months after the date of obligation of funds for the project. Spout Springs Road Phase II final design is scheduled to be completed by October 2024. All permitting and right-of-way acquisitions are to be completed by October 2027, leaving construction to go out to bid in the Fall of 2027. This would place our construction contract being awarded in early 2028, with construction being completed by March 2031.



May 3, 2024

U.S. Department of Transportation FY 2025-2026 Multimodal Project Discretionary Grant Opportunity (MPDG) Rural Surface Transportation Grant Program Funding Opportunity Number: RSTGP-25-26-RURAL

Dear U.S. Department of Transportation,

Re: "Safely Connecting Communities in South Hall" - Letter of Support

On behalf of The City of Flowery Branch, please accept this letter of support to Hall County Board of Commissioners in their application for "Safely Connecting Communities in South Hall."

Flowery Branch is a small to mid-sized city in South Hall County, Georgia. Many of our residents rely on Spout Springs Road daily, and the completion of Phase I of the Spout Springs Road widening project has greatly improved safety and our daily commutes.

I am writing in support of the funding request because the completion of Phase II Spout Springs Road widening project will provide our community with improved lanes, greater road access management, turn lanes, improved safety, and bicycle and pedestrian facilities where Phase I left off. It's very important to our community as this is a vital artery connecting our rapidly growing city with much of South Hall County.

If you require more information about the City of Flowery Branch or my support for the project, please contact me or anyone from the city at the address in the footer below.

Thank you for your consideration.

Oliver McClellan City Councilman

City of Flowery Branch, Georgia



230 E.E. Butler Parkway
Post Office Box 374
Gainesville, Georgia 30503

May 3, 2024

U.S. Department of Transportation FY 2025-2026 Multimodal Project Discretionary Grant Opportunity (MPDG) Rural Surface Transportation Grant Program Fundy Opportunity Number: RSTGP-25-26-RURAL

Dear U.S. Department of Transportation,

Re: "Safely Connecting Communities in South Hall Georgia"-Letter of Support

On behalf of the Greater Hall Chamber of Commerce, please accept this letter of support to Hall County Board of Commissioners in their application for "Safely Connecting Communities in South Hall."

The Greater Hall Chamber is a business organization in Gainesville/Hall County Georgia with 2,500 business members.

Transportation is important to the community and this project will improve the safety, mobility, community connectivity and quality of life to our local citizens and tourists.

Thank you for this consideration,

Kathryn L. Dunlap

President/CEO

Tim Evans

Sr. VP Economic Development

770.532.6206 Fax 770.535.8419

www.greaterhallchamber.com

GAINESVILLE

HALL AREA TRANSIT

May 3, 2024

U.S. Department of Transportation FY 2025-2026 Multimodal Project Discretionary Grant Opportunity (MPDG) Rural Surface Transportation Grant Program Funding Opportunity Number: RSTGP-25-26-RURAL

Re: "Safely Connecting Communities in South Hall" - Letter of Support

Dear U.S. Department of Transportation,

On behalf of Gainesville-Hall County Community Services, please accept this letter of support to Hall County Board of Commissioners in their application for "Safely Connecting Communities in South Hall."

The Gainesville-Hall County Community Service Center (CSC) is a jointly funded human service agency of the City of Gainesville and Hall County. Since 1973, the Community Service Center has coordinated and/or delivered several services designed to ameliorate specific problems and enhance the quality of life of individuals, families and communities. Today, the agency's resources are directed toward senior health and well-being, family financial management and public transportation. The Community Service Center assesses present and future human service needs and identifies internal and external resources to best address those needs to restore wellness to the community.

Phase I of the Spout Springs Road widening project was completed in 2023 and provided the area population with improved lanes, greater road access management, turn lanes, improved safety, and bicycle and pedestrian facilities. Phase II of this project is located along Spouts Springs Road from Union Circle Road to South of SR 347/Friendship Road. This 2.51mile section will widen from a two-lane undivided roadway to a much needed four-lane divided roadway with a 20-foot raised median and sidewalks. The impact of this project is significant and will make our community stronger and safer for future generations.

If you require more information about the organization I represent, please contact me via phone at 770-503-3340, email pmoss@gainesvillega.gov or website at www.gainesvillega.gov .

Thank you in advance for your consideration.

Sincerely,

Phillippa Lewis Moss

Phillippa Lewis Moss Director, Gainesville-Hall County Community Services General Manager, Hall Area Transit

United States Senate WASHINGTON, DC 20510

May 2, 2024

The Honorable Pete Buttigieg Secretary of Transportation US Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590

Dear Secretary Buttigieg:

I am pleased to write this letter encouraging the full and fair consideration of the application from the Hall County, Georgia Board of Supervisors for 2025 Department of Transportation Multimodal Project Grant Program funding.

If awarded, this funding will be used to widen a 2.5 mile section of Spout Springs Road in Hall County from a two-lane undivided highway to a four-lane divided roadway with a median and sidewalks. When complete, this expansion of Spout Springs Road will help improve safety, congestion, accessibility in the surrounding community.

I encourage your full and fair consideration of this application, consistent with all agency rules and regulations. If you have any questions, please contact Tyler Hofmann-Reardon at (202) 224-3643 or tyler hofmann-reardon@warnock.senate.gov.

Sincerely,

Reverend Raphael Warnock United States Senator

R.,415W=



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 320/2024

Approval and authorization for the Chairman to execute a Settlement

Agreement for the purchase of real property located at 7210 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000130, for the sum

SUBJECT: of \$623,000.00, authorization for the payment of qualifying moving

expenses in the amount of \$11,908.14, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction,

subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter:

Recommendation:

Approve.

Purpose of Request:

Approval and authorization for the Chairman to execute a Settlement Agreement for the purchase of real property located at 7210 Sherwood Mill Drive, Hall County, Georgia, tax parcel number 15041 000130, for the sum of \$623,000.00, authorization for the payment of qualifying moving expenses in the amount of \$11,908.14, required for the construction of the Spout Springs Road Phase 2 Project, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Facts and Issues:

Hall County is in the process of acquiring land for the Spout Springs Road Phase 2 project, and it is necessary that land acquisitions be approved by the Board of Commissioners during a public meeting.

History:

ΒN

The Spout Springs Road project was initially a single six mile project until GDOT decided to phase the improvements due to funding constraints. The right-of-way coordination took place with property owners but the acquisition of parcels along Phase 2 was deferred. The construction of Phase 1 is complete and the Public Works Department is currently working on updating the environmental documents, construction documents, right-of-way acquisition for Phase 2.

Options:

Funding Requested \$ 634,908.14

Are funds within current budget? Yes

Source of Funds SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, $$\operatorname{\mathsf{Yes}}$$

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
JG	JG	EW	TS
Attorney	Admini	stration	Clerk
WLI	C	R	JR

Attachments:

Financial Supplement Settlement Agreement Moving Expenses



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 320/2024

Funds Requested: \$ 634,908.14 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

SPLOST VIII No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	\$634,908.14

Budget Transfer Items:

Additional Information/Comments:

Settlement Agreement to be drafted by Legal Dept.

Contact for Questions: Phone:

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the "Agreement") is hereby made and entered into by and between HALL COUNTY, GEORGIA ("Hall County") and R. PAUL DE KOZAN and VERONICA M. DE KOZAN (hereinafter referred to as "Owners").

WITNESSETH

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board") authorized the widening and improvement of Spout Springs Road, which road connects the Town of Braselton, Georgia, and the City of Flowery Branch, Georgia, with such improvements including, but not limited to, improved lanes, bicycle and pedestrian facilities, greater road access management, better roadway curvature to enhance safety, and turn lanes where needed for safer roadway operations (the "Spout Springs Project"); and

WHEREAS, the location and design of the Spout Springs Project (P.I. No. 0015280) (hereinafter "the Project" or "Project") were approved by the Georgia Department of Transportation; and

WHEREAS, the Hall County Board of Commissioners (the "Board of Commissioners") has determined that the Project is for public road purposes as permitted by law; and

WHEREAS, the Board of Commissioners has further determined that to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements; and

WHEREAS, Owners are the owners of real property identified as Parcel 44 on the Department of Transportation Plans of the Project, which said property is also identified as Tax Parcel ID Number 15041 000130 and 7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542 (hereinafter "Parcel 44" or "7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542"). A

description of Parcel 44 is attached hereto as <u>Attachment 1</u>, and by reference made a part hereof; and

WHEREAS, Hall County has determined that the acquisition of a right of way in fee simple, which is located on Parcel 44, is necessary for the Project, said right of way consisting of 0.502 acre, more or less. A description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

WHEREAS, Hall County has determined that the acquisition of a temporary easement, which is located on Parcel 44, is necessary for the Project, said temporary easement consisting of 0.083 acre, more or less. A description of said right of way is attached hereto as <u>Attachment 3</u>, and by reference made a part hereof (said right of way described in the paragraph above and the temporary easement described herein are hereinafter collectively referred to as "Acquired Property"); and

WHEREAS, the parties have agreed that the acquisition of Parcel 44 in its entirety is most beneficial to the parties, and the parties have reached an Agreement with regard to the amount of just and adequate compensation to be received for Parcel 44, and in exchange for the receipt of the just and adequate compensation agreed upon, Owners have agreed to forever release, settle, dismiss and waive their claims related to or arising out of any taking for the Project; and

WHEREAS, Hall County and the Owner negotiated in good faith and have agreed that the total sum of \$623,000.00 is just and adequate compensation for Parcel 44 (including the Acquired Property necessary for the Project), all damages, and all expenses caused by or arising from this acquisition for the Project; and

WHEREAS, the parties desire to settle all claims and avoid any litigation related to Hall County's acquisition of the Acquired Property, and further desire to memorialize the terms of the

purchase of Parcel 44; and

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Hall County and Owners, intending to be legally bound hereby, do covenant and agree, as follows:

- 1. The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement. Accordingly, the parties agree that the recitals above are true and accurate and fully incorporated into this Agreement by this reference as if fully set forth herein. The recitals above, therefore, are contractual and not merely recitals.
- 2. Owners agree to sell to Hall County, and Hall County agrees to purchase from Owners Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542), for the sum of \$623,000.00, to be delivered to Owners no later than June 14, 2024, or as otherwise agreed upon in writing by the parties ("Closing Date"). The parties agree that this transaction is an arm's length transaction.
- 3. Owners agree that \$623,000.00 for the purchase of Parcel 44 is just and adequate compensation for Parcel 44, consequential damages, relocation benefits, and any other damages or expenses that may result from the acquisition of Parcel 44 for the Project. Owners waive their rights to any claim for additional compensation for the acquisition of Parcel 44.
- The closing for the purchase and sale of Parcel 44 shall be held at the offices of Stewart,
 Melvin & Frost, LLP ("the Firm"), on the Closing Date.

- 5. Owners agree that on the Closing Date and at the closing, Owners shall execute and deliver a good and sufficient Warranty Deed conveying to Hall County Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542) in fee simple free and clear of encumbrances.
- 6. The parties shall execute a closing statement, affidavits, and other documents in the form and substance reasonably necessary to complete closing. The parties further agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement
- 7. Seller shall maintain the Property in good condition and shall maintain adequate insurance covering Parcel 44 and the improvements thereon until and through the Closing Date. Should the improvements on Parcel 44 suffer damage prior to conveyance of title, then this Agreement shall continue in full force and effect, and Owners shall assign to Hall County all rights of Owners to the insurance proceeds due by reason of the damage.
- 8. Prior to closing, Owners shall secure all improvements located on Parcel 44 by locking all entry ways and windows. Keys to all improvements on Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542) shall be delivered at the time of closing to Stewart, Melvin & Frost, LLP.
- 9. Owners agree to vacate Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542) no later than ninety days from the Closing Date.
- 10. Hall County agrees to pay Owners \$11,908.14 for actual reasonable moving expenses. The parties further acknowledge that any mortgage interest differential payment shall be determined at a later date.

11. Miscellaneous Provisions.

- The parties have read all the terms of this Agreement and understand and voluntarily accept and agree to all its terms. Further, the parties have been adequately represented and advised by their own legal counsel or knowingly waive their right to do so. Further, the parties enter into this Agreement voluntarily and have not assigned to any other person or party any portion of their claims which are the subject of this Agreement, and the parties confirm that no other person or party is subrogated to any of their rights in this matter. Except as otherwise provided for herein, neither this Agreement nor any right, remedy, obligation, or liability arising hereunder or by reason hereof, shall be assignable by any party, without prior written consent of the other party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Owners and their heirs, successors, assigns, and transferees.
- b. This Agreement was negotiated and is being delivered, executed, and intended to be performed in the State of Georgia, and its terms and conditions shall be construed and enforced in accordance with the laws of Georgia. The Superior Court of Hall County, Georgia, shall have jurisdiction to resolve any disputes, breaches, or other issues that may arise in association with this Agreement.
- c. This Agreement was jointly prepared by the parties and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.
- d. No representations as to tax consequences, if any, have been made in the provisions of this Agreement.
- e. All property taxes on any property purchased in this Agreement for the current tax year shall be prorated between Owners and Hall County as of the Closing Date.

- f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.
- g. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise or inducement not included in this contract shall be binding upon any party hereto.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals on the date set forth hereinabove.

Sworn to and subscribed before	re me this	
day of Notary Public	, 2024.	R. PAUL DE KOZAN
Sworn to and subscribed before	re me this	
day of Notary Public	, 2024.	VERONICA M. DE KOZAN
		HALL COUNTY BOARD OF COMMISSIONERS
		Richard Higgins, Chairman
ATTEST: Jennifer Rivera, County Clerk		Approved as to form:
4884 4634 2266 y 1		Hall County Attorney William J. Linkous, III

ATTACHMENT 1

STATE OF GEORGIA
COUNTY OF HALL
OWNERS: R. Paul & Veronica M. De Kozan
7210 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 44 TAX ID # 15041 000130

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE FRIENDSHIP DISTRICT (G.M.D. 1419) OF HALL COUNTY, GEORGIA, BEING DESIGNATED AS LOT 11 SHERWOOD MILL SUBDIVISION, PHASE TWO, AS PER PLAT RECORDED IN PLAT SLIDE 709, PAGES 175A-176, HALL COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE, BEING IMPROVED PROPERTY KNOWN AS 7210 SHERWOOD MILL DRIVE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY SHOWN ON A PLAT OF SURVEY DATED MAY 14, 2001, PREPARED BY HAMBRICK SURVEYING, INC.

ATTACHMENT 2

STATE OF GEORGIA
COUNTY OF HALL
OWNERS: R. Paul & Veronica M. De Kozan
7210 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 44 TAX ID # 15041 000130

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Georgia Militia District 1419 (Friendship), Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 45.00 feet right of station 11+79.86 per right of way plans prepared by STV Inc. for Hall County Public Works, Widening & Reconstruction of Spout Springs Road dated September 28, 2022;

Thence proceeding thru the property now or formerly of R. Paul & Veronica M. De Kozan along a curve to the left having a radius of 99.00 feet and an arc length of 99.81 feet, being subtended by a chord bearing & distance of South 06°53'32.5" East, 95.63 feet to a point 45.00 feet right of station 10+34.69, said point also being on the exiting northwestern right of way of Sherwood Mill Drive, said right of way being 50 feet in width;

Thence proceeding along said right of way South $41^{\circ}54'18.8''$ West, 121.26 feet a point 75.00 feet left of station 10+17.64;

Thence leaving said right of way and proceeding thru the property of R. Paul & Veronica M. De Kozan along a curve to the right having a radius of 219.00 feet and an arc length of 186.10 feet, being subtended by a chord bearing & distance of North 18°12'56.0" East, 180.55 feet to a point 75.00 feet left of station 11+40.00;

Thence South 83°52'18.9" East, 15.00 feet to a point 60.00 feet left of station 11+40.00;

Thence along a curve to the right having a radius of 204.00 feet and an arc length of 93.50 feet, being subtended by a chord bearing & distance of North 19°52'32.1" East, 92.69 feet to a point 60.00 feet left of station 12+06.00;

Thence proceeding along the property now or formerly of Patricia E. & Carl M. Thompson South 48°05'41.1" East, 108.11 feet to the POINT OF BEGINNING.

Said tract contains 21,870.63 square feet or 0.502 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".

ATTACHMENT 3

STATE OF GEORGIA COUNTY OF HALL

OWNERS: R. Paul & Veronica M. De Kozan

7210 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 44 TAX ID # 15041 000130

Granted is temporary demolition easement, based on the plans mentioned herein, and more particularly described below.

All that tract or parcel of land lying and being in Georgia Militia District 1419 (Friendship), Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 75.00 feet left of station 11+00.00 per right of way plans prepared by STV Inc. for Hall County Public Works, Widening & Reconstruction of Spout Springs Road dated September 28, 2022;

Thence along a curve to the left having a radius of 219.00 feet and an arc length of 125.26 feet, being subtended by a chord bearing & distance of South 26°10'23.9" East, 123.56 feet to a point 75.00 feet left of station 10+17.64;

Thence South 41°54'19" West, 15.69 feet to a point 90.62 feet left of station 10+16.71;

Thence North 48°05'41" West, 112.15 feet to a point 125.00 feet left of station 10+78.37;

Thence North 39°36'31" East, 61.87 feet to the POINT OF BEGINNING.

Said tract contains 3,629.51 square feet or 0.083 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".

LAND ACQUISITION REVIEW FORM HALL COUNTY

Project:	0015280					
				F	R. Paul De Koza	n and Veronica M. De Kozan
Project Name:	Spouts Spring	gs		Owner:	7210 Sherwood l	Mill Dr
Project No:	2207.003			Parcel No:)44	Date: 05/28/2024
3				Tarcer No.	-1	Date.
Requirements	Sq. Ft.	Valu	ie Offer			Check One:
		100%				1
Right-of-Way		7000				Appraisal
	MILEUR	50%				Detailed Cost Estimate
		0%	\$0.00			FMV
						FMV w/ Stips
Site Improvements						Counteroffer
•						LIENSYes No
MOVING Method B			\$11,908.14			OTHER X
Atlanta Peach Movers				-		00.
					A	Hyproy Mail
Total	\$11,908.1	4			Approval:	Juliux vace
Total	\$11,906.1	Comments Ow	ners chose Meth	od B (GDOT M	Moving) This is	MOWING ONLY
		Comments	ners enose wen	od D (GDOT N	Toving) Tims is i	HCVIIIO ONE I
	THE YES	Owners Mo	ving Amount \$5	,850.00 (Metho	d A) has already	been approved when settlement
		Comment / amo	unt was approve	d by BOC.		Mark that the property of
Owner Counter#1		STIPS: \$11,	,908.14 - \$5,850	.00 = \$6,058.14	additional amo	unt approval needed
CROY RO	W Team Reco	ommendation		Hall	County Decis	ion/Approval
Accept Counter			Acce	ot Counter # 1	J	
Reject Counter			1 .	ct Counter # 1		
C/O to Owner	MI NA			Owner NTE*		
Counter Stipulations			Acces	ot Stipulations		
Comments			Accep	Comments:		
Comments			-118	comments.		
Remain at Orig Offer			Remain a	Orig Offer		
Remain at Orig C/O		Pd. To Court		Orig C/O		Pd. To Court
Condemn/10 Day Ltr * Not To Exceed		To pay court	Condemn	/10 Day Ltr		To pay Court
NOT TO EXCEED						
		Owner				
Owner Counter # 2	OW Team Reco	Comment			Hall County 1	Decision
Accept Counter			Ac	ccept Counter # 2		
Reject Counter			R	eject Counter # 2		
C/O to Owner Counter Stipulations	MILE STATE OF THE			to Owner NTE*		
Counter Stipulations				cept Stipulations inter Stipulations		1
Comments	S	I I I I I I I I I I I I I I I I I I I		Comments:		
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Condemn/10 Day Ltr		To pay court		/10 Day Ltr		To pay Court
Condennia to Day Da						

HALL COUNTY Land Acquisition Review Form

GEORGIA DEPARTMENT OF TRANSPORTATION APPLICATION FOR RELOCATION ASSISTANCE

INDIVIDUAL () FAMILY () MOBILE HOME ()

PI# / CO.0015280 /Spouts Springs / HALL PARCEL: 044
NAME OF RELOCATEE: R. Paul De Kozan and Veronica M. De Kozan
SSN:
We presume that all displacees will accept the monetary assistance which is available; however, many persons prefer to locate their own replacement housing. Please indicate below whether or not you want assistance in locating replacement housing:
Do desire assistance Do not desire assistance

I/We, the above named person(s) who currently occupies improvement(s) on the above parcel of land, elect to have my/our moving costs calculated by the method checked below, see Brochure under heading "Individuals and Families" for selection of method.
*Method A (Fixed Rate); Method B (Moving Contractor);
Method C (Self Move)
I/We hereby certify to the Georgia Department of Transportation that the foregoing information is correct, and that I/We qualify to receive relocation moving cost.
I/We certify that each individual listed on this claim for payment as being an occupant of this household, is/are LAWFULLY PRESENT IN THE UNITED STATES. I also fully understand that if such person(s) is not lawfully present in the UNITED STATES, in accordance with PUBLIC-LAW 105-117, that (He), (She), (We), will not be eligible for Relocation Assistance Benefits, as outlined in 42 U.S.C. 4601-4655, under the Uniform Relocation Assistance and Real Property Acquisition Policies Act.
(Signature of Claimant) (Date) I certify that the applicant does occupy the improvement(s) or a part thereof on the above listed parcel, his/her application is correct, and he/she is eligible for the relocation costs for which he/she is applying.
(D.O.T. Representative) (Date) RA-31, Rev. 09-18

Atlanta Peach Movers 2914 North and arkway Doraville, G., 30360

770-447-5121 GPSC# 8292

ESTIMATED COST OF SERVICES

ATLANTA
PEACH MOVERS

Quote Nr. 80002.100/01713

Estimate Date:

Salesperson: DAVE DECEMAN Lead Source: Google Search

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_			& De			& Del	Load & D	el					Tarif	Loc	al Min	Wt	1000	
06	5/17/2024	06/1	8/202	4	06/1	9/2024	06/20/20	24					TOTAL PROPERTY.	3 10	Cu.	Ft	4020	
-	NUMBER	QF				UMBER OF	CAPTONS	HD	DI IED			MILLI	Weigh					
	RTICLES TO BE	IOVE			99	BY	CARRIER		rcieo		140	HOI		OVED	WO 10 B			1
1.		_			NG ESTIA	Websell Committee of the Committee of th		2.				INTE	RASTATE	MOVI	NG (ove	r 50 mil	les)	
	R Her Lon				140 lbs.	el =9	Fatal I I			Estima	ted Transp	ortation	Costs Based	on 10			d Weight of 2	
						el = r Load/Unload 2:						Eliobi	t/Elevator/Lo	na Camio	At at		per 100 lbs	
	2 Tr	ucks &	Me	n@_3	20.00	Per Hr Travel					Fuel	_		_			per 100 sps	
		Fuel Ch	arge		CARB Fee	·									dra Stops a		per stop _	
	Ř.	_	Hrs Su	pervisor	· @	Per Hr									ice: Origin a			
						Total 2	880.00						Appliance S	Service: L	lestination a	ıt	Total	
3.			PACKH	NG M	ATERIAL	AND LABOR	1	_		4.				ADDIT	IONAL S	ERVIC		
	PACKING MATERIAL	Q	ty Eac	h	Labor	Pack Total	UP Labor	U	P Tota				Descript	tion	-		Rate	Charge
	Dishpack	2		79	26.80	1414.75				-	Proc	essi	ng Fee				100.00	100.00
	1.5 cf Crtn	3		98	5.98	466.44					Mate	rial	Fee				40.00	40.00
	3.0 cf Crtn 4.5 cf Crtn	3:			10.47	620.16 268.44					Matt:	ress	Bags:	2xQ,	3xD		75.00 80.00	75.00 80.00
	6.0 cf Crtn	2		~ .	14.89	53.58					Marb	le T	op Crat	te			40.00	40.00
	Wardrobe	2			5.98	708.75					8	hrs	, Trave	el So 6	Men		320.00 320.00	320.00
	Mirror Crtn	5	23.	81	16.39	201.00					"	hrs	, Addl	2	Trks	3	0.01	2560.00 0.01
						1					1 7	hrs	, Trave	a1	Men		260.00	260.00
											1	hrs	, MOVII	19 3 1	Trk		260.00	1820.00 0.01
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-	TOTAL ALL PACKI	NG	1			3733.12												
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	Deductible Opt	ons	Mis	nimum	Selected	Valuation Cost	w/Valuation	s	Initial election									
		eductible		0000		520.00	12428.14											
	FRVP with \$ 300 d			0000		170.00	12078.14			-								
	FRVP with \$ d	eductible		er neumal	ner article		11908.14	-		-					T0711		AL APPRICA	
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		Serv	ice			Rate	Charge			astate I								
										-	aterial and	Labor	-					3733.12
									5. Val		iervices							5295.02
									6. Sto									
					T	otal	1			-3-0		-	Non-Bind	ing So	timata	Total.		44909.44
8.								EXT	RA ST	OPS			-vii-Biild	HIM ES	wiiid/	, vull.		11908.14
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PLAST	MIENT OPTIONS																	
PAY	MENT OPTIONS:									BAI	Option 4.	Approv	ed Billing (An	rangemei	nts must be	made 5 d	ays prior to mo	eve day.)
											ress							
										Ph	ine:							
										Em	ail: ro	nnied	lek12@gr	mail.c	:om			
-	ROPTANT NOTICE: The	nati			and day	Date		Too Nove			RRIER						Date	
Ninas	PORTANT NOTICE: The s, not including destination	NJ PRI AIC	æs. Ine s	nibber i	s responsibl	a for any unforese	en destination d	ranne	that is n	nt ener	ctual total v ifically outli	weight (cined in the	or hours) and his estimate.	Services This inch	performed,	of stairs	timated total characters	narges, whichever is
sh	uttle charges, unpacking	or delive	ry delays.	Additio	nal services	may be ordered a	ny time through a	'ch	ange ord	er".								w

Atlanta Peach Movers 2911 North Pest Parkway Doraville, GA 30360

770-447-5121 GPSC# 8292 **ESTIMATED COST OF SERVICES**



Quote Nr. s0002.100/01713

Estimate Date:

Salesperson: DAVE DECKMAN Lead Source: Google Search

SPECIAL INSTRUCTIONS AND COMMENTS

Lead Source: Google Search

Origin: Two story with a basement. Inclined driveway will allow a truck to back in.

Destination: TBD

Tv Crates: 1 x 60", and 1 x 38"

Marble top: 48" x 20"

Atlanta Peach Movers 291-1 Northeast Parkway

Doraville, GA 30360

770-447-5121 **GPSC# 8292**

ESTIMATED COST OF SERVICES



Quote Nr: s0002.100/01713

Estimate Date:

Salesperson: DAVE DECKMAN Lead Source: Google Search

INVENTORY OF GOODS TO BE MOVED

Article List Page 1	#===Cu=	==Tot==		#	=Си=	==Tot=
== Going ====================================						
Family Room	4					
Artwork	5 4	20				
	3 35	105	Chair, Arm	1	10	10
	5 3	15	Chest of Drawers	2	16	32
	1 3	3	Entertainment Center	1	50	50
	1 3	3	Lamp	2	4	8
		-	Sofa	1	40	40
Television, Flat Screen 49-60		5	Table, End	3	5	15
Pamily Poor Metale	1 12	12				
Family Room Totals						
Dining Room ============	#===Cu=	==Tot==			=Cu=	==Tot=
Artwork	2 4	8	Buffet, Sideboard	1	35	35
Cabinet, Curio	1 10	10	Chair, Arm	2	10	20
Chair, Dining	4 5	20	PBO Dishpack	5	9	45
Table Dining	1 30	30	Table, Small	1	3	3
Table Dining Dining Room Totals	17	171	1197 İbs	5 PBO	Ctn	3
Foyer	#===Cn=	==Tot==				
Chest	1 15	15	Table	1	10	10
Foyer Totals	2	25	175 lbs			
Kitchen =====	#===Cu=	==To+==				n=Mc+-
CP 1.5 Small Ctn CP 4.5 Large Ctn CP Dishpack Kitchen Totals	8 2	16	CP 3 0 Modium Chm	11	-Cu-	==TOf=
CP 4.5 Large Ctn	6 4	24	CP 6 0 Prince Con	11	3	33
CP Dishpack	24 10	240	Pofricensten Jense		6	0
Kitchen Totals	51	370	2652 lbc FA GB Gb	1	60	60
Breakfast Room	#===Cu=	==Tot==		====#==	=Cu=	==Tot=
Cabinet Breakfast Room Totals	1 20	20	Chair, Dining	5	5	25
Breakfast Room Totals	6	45	315 lbs			
Office ====================================	description	==To+==			-0	
Bookcase Small	1 10	10	Cedar, Chest			
411 1 mg 1 g g	1 3	3		1	10	10
	2 6	12	CP 1.5 Book Ctn Desk, Office	5 1	6	30
	2 2	4	Lamp	2	30	30
Sofa, Loveseat	1 30	30	Table	1	4	8
Table, End	2 5	10	rante		10	10
Office Totals	19	157	1099 lbs5 CP Ctns			
Small Office ====================================	#===Cff=:					
	3 4	12	Bags	2	5	10
	1 10	10	Bookcase	2	20	40
	1 10	10	CP 1.5 Book Ctn	10	6	60
	2 3	6	CP 4.5 Large Ctn	1	4	4
	2 5	10	CP Wardrobe	2	10	20
	1 6	6	Desk, Secretary	1	35	35
	1 50	50	File 2-3	2	20	40
	1 10		Table, Bedside	1	5	5
	1 5	5	Table, Small	1	3	3
Television, Flat Screen 20-38	1 7	7	Tool Box	1	5	5
Small Office Totals	37	348	2436 lbs17 CP Ctns			
Hallway, Main =========	#===Cu=	==Tot==				Tot-
	1 5	5		- u	~ U-	
Hallway, Main Totals			35 lbs			
Hallway, Upstairs	"===Cuz	10f==			=Cu=	==Tot=
Cabinet, Curio Hallway, Upstairs Totals	T 10	10	Cedar, Chest	1	10	10
marrady, upstairs Totals	4	20	140 lbs			
Laundry Room	#===Cu=	==Tot==	# ## * # # # # # # # # # # # # # # # #		=C11=	==To+=
				· ·		

Atlanta Peach Movers 2911 Northeast Parkway Dóraville, GA 30360

770-447-5121 GPSC# 8292

ESTIMATED COST OF SERVICES

ATLANTA
PEACH MOVERS

Quote Nr. 80002.100/01713

Estimate Date:

Salesperson: DAVE DECKMAN Lead Source: Google Search

				OODS TO BE MOVED			
Article List Page 2	#===	=Cu===	=Tot===		#	=Cu==	=Tot=
Cabinet, Metal	1	20	20				
Laundry Room Totals	-1		-20	140 lbs			
Linen Closet	-#	-C11==	-Tot		#	-C.,	-mot-
Vacuum Cleaner	1	5	5		-	-	
Linen Closet Totals	-1		-5	35 lbs			
Master Bedroom ==========					n		
Bag, Mattress Queen		=Cu== 1	TOE=== 1	Bed, Queen	# 1	=cu==	=Tot= 65
Bookcase Large	î	_	30		1	10	10
CP 1.5 Book Ctn	6	6	36	Chair, Arm Dresser, Triple	1	60	60
	1		5	Table, End	2	5	10
Table, Sofa Master Bedroom Totals	1		10	1500 lbs 6 00 0bs			
Waster Bedroom Totals	-13		-22/	1369 IDS CP CUBS			
Bedroom 2nd ===================================	-#===	=Cu==	=Tot===		#	=Cu==	=Tot=
Bag, Mattress Full/Double	1	1	1	Bed, Double/Full	1	60	60
Bookcase Small	1	10		CP Wardrobe	3	10	30
Bag, Mattress Full/Double Bookcase Small Desk, Secretary Table, Small	1	33	35 3	Dresser	1	30	30
Bedroom 2nd Totals	-9			1183 lbs3 CP Ctns	~~		
Bedroom 3rd ===================================							
Bag, Mattress Queen Bookcase Small	1	_	1	Bed, Queen Cabinet, Small	1	65 10	65
	1		16	CB 3 0 Modium Ctn	1 2	3	10
	ī		4	CP 3.0 Medium Ctn Dresser	1	30	30
	1		20	Shelving	1	15	15
Bedroom 3rd Totals	-11-		-177	1239 lbs3 CP Ctns			
Master Closet =========	-4						
Clothes Hamper	2	5	10	CP Wardrobe	7	10	70
Master Closet Totals	-9		-80	560 lbs7 CP Ctns			
	44				-		
Bathrooms ===================================	=#==: 1	=Çu== 5	==Tot==== 5			-Cu-	==Tot=
Bathrooms Totals			-5	35 lbs			
Garage CP 3.0 Medium Ctn Dolly	=#==:	=Cu==	-Tot		===		
CP 3.0 Medium Ctn	5	3	15	CP Dishpack	1		10 10
Dolly Ladder, Step	1	5	5	CP Dishpack Ladder, Extension Refrigerator, Large	1		
Garage Totals	-10-		-106	742 lbs6 CP Ctns			
		_				_	
Artwork	=#==: 1	=Cu==	Tot=== 4	Bag, Mattress Full/Double	===#== 2		==Tot= 2
Bed. Double/Full	2	60	120	Bookcase Large	1	30	30
Cabinet	1	20	20	Cabinet, China	ī	25	25
Cedar, Chest	1	10	10	Chair, Arm	2	10	20
Chest of Drawers	1	16	16	CP 1.5 Book Ctn	10	6	60
CP 3.0 Medium Ctn CP 6.0 Extra-Large Ctn	12 1	3 6	36 6	CP 4.5 Large Ctn CP Mirror/Picture Ctn	4	4	16 5
		10	110	Desk Chair	i	6	6
CP WAIGFORE	1.1						•
CP Wardrobe Desk, Small	11	22	22	Dresser	1	30	30
Desk, Small Dresser, Triple	1	22 60	22 60	Dresser Foot Stool	1	30 2	2
Desk, Small Dresser, Triple Mirror	1 1 1	22 60 5	22 60 5	Dresser Foot Stool Plastic Bin Lg	1 1 1	30 2 9	2
Desk, Small Dresser, Triple Mirror Plastic Bin Med	1 1 1 1	22 60 5 7	22 60 5 7	Dresser Foot Stool Plastic Bin Lg Rugs, Small Roll or Pad	1 1 1 1	30 2 9 3	2 9 3
Desk, Small Dresser, Triple Mirror	1 1 1	22 60 5	22 60 5	Dresser Foot Stool Plastic Bin Lg Rugs, Small Roll or Pad Sofa, Loveseat	1 1 1	30 2 9	2 9 3 30
Desk, Small Dresser, Triple Mirror Plastic Bin Med Shelving Table Vacuum Cleaner	1 1 1 1 1 1 1 1	22 60 5 7 15 10 5	22 60 5 7 15 10	Dresser Foot Stool Plastic Bin Lg Rugs, Small Roll or Pad Sofa, Loveseat Table, Bedside	1 1 1 1 1 1	30 2 9 3 30 5	2 9 3 30 5
Desk, Small Dresser, Triple Mirror Plastic Bin Med Shelving Table	1 1 1 1 1 1 1 1	22 60 5 7 15 10 5	22 60 5 7 15 10	Dresser Foot Stool Plastic Bin Lg Rugs, Small Roll or Pad Sofa, Loveseat Table, Bedside	1 1 1 1 1 1	30 2 9 3 30 5	2 9 3 30 5
Desk, Small Dresser, Triple Mirror Plastic Bin Med Shelving Table Vacuum Cleaner Basement Totals	1 1 1 1 1 1 -65-	22 60 5 7 15 10 5	22 60 5 7 15 10 5	Dresser Foot Stool Plastic Bin Lg Rugs, Small Roll or Pad Sofa, Loveseat Table, Bedside	1 1 1 1 1 1	30 2 9 3 30 5	2 9 3 30 5
Desk, Small Dresser, Triple Mirror Plastic Bin Med Shelving Table Vacuum Cleaner	1 1 1 1 1 1 -65-	22 60 5 7 15 10 5	22 60 5 7 15 10 5	Dresser Foot Stool Plastic Bin Lg Rugs, Small Roll or Pad Sofa, Loveseat Table, Bedside	1 1 1 1 1 1	30 2 9 3 30 5	2 9 3 30 5

Atlanta Peach Movers 2914 Northeast Parkway Dòraville, GA 30360

770-447-5121 GPSC# 8292

ESTIMATED COST OF SERVICES



Quote Nr. s0002.100/01713

Estimate Date:

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	NVE						
rticle List Page 3 =======	=#==	=Cu=	==Tot===			=Cu=	==To
Shelves, Metal Sm	1	8	8	Sofa	1	40	40
Stand	1	2	2	Table Saw	ī	25	25
Tools	3	10	30		-		
nfinished Totals	-11-		131	917 lbs			
tore Room ========	=#==	=Cu=	==Tot===		#	=C11==	==To
Armoire Large	1	60	60	Artwork	2	4	8
Baby Carriage	1	4	4	Bags	6	5	30
Bar Stool	1	5	5	Cabinet, China	ĭ	25	25
Chair, Rocker	1	12	12	CP Mirror/Picture Ctn	2	5	10
CP Wardrobe	2	10	20	Lamp	3	4	12
Partition	15	10	150	PBO 6.0 Xtra Lg Ctn	2	6	12
PBO Mirror/Picture Ctn	6	5	30	Plastic Bin Lg	35	9	31
Plastic Bin Med	13	7	91	Plastic Bin Sm	9	5	45
Safe Large	-	-	0.0			5	
bule dalye	1	99	99	Table, Redeide			
Table, End	1	15	5	Table, Bedside	1	_	5
Table, End	1	15	5	Umbwolls Debie		_	_
Table, End tore Room Totals	1 -104	5	5 943	Umbrella, Patio	1 8 PBO	5 Ctn	5 s
Table, End tore Room Totals	1 -104	5	5 943	Umbrella, Patio	1 8 PBO	5 Ctn	5 s
Table, End tore Room Totals	1 -104	5	5 943	Umbrella, Patio	1 8 PBO	5 Ctn	5 s
Table, End tore Room Totals oing Totals Total Article Summary	1 -104 =399	5	5 943 ==4020==	Umbrella, Patio 6601 lbs4 CP Ctns	1 8 PBO 13 PB	5 Ctni	5 s
Table, End tore Room Totals oing Totals	1 -104 =399	5	5 943 ==4020==	Umbrella, Patio 6601 lbs4 CP Ctns	1 8 PBO 13 PB	5 Ctni	5 s
Table, End tore Room Totals oing Totals Total Article Summary	1 -104 =399 ==#= 399	5	5 943 4020 	Umbrella, Patio 6601 lbs4 CP Ctns ==28140 lbs145 CP Ctns=- 28140 lbs	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals oing Totals = Total Article Summary	1 -104 =399 ==#= 399	5	5 943 4020 	Umbrella, Patio 6601 lbs4 CP Ctns 28140 lbs145 CP Ctns 28140 lbs	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals oing Totals Total Article Summary	1 -104 =399 ==#= 399	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals oing Totals = Total Article Summary Total Carton Summary CP Lamp CP 1.5 Small Ctn CP 3.0 Medium Ctn	1 -104 =399 ==#= 399	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs PBO Dishpack PBO 6.0 Xtra Lg Ctn	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals oing Totals = Total Article Summary Total Carton Summary CP Lamp CP 1.5 Small Ctn CP 3.0 Medium Ctn CP 4.5 Large Ctn	1 -104 =399 ==#= 399	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals oing Totals = Total Article Summary = Total Carton Summary CP Lamp CP 1.5 Small Ctn CP 3.0 Medium Ctn CP 4.5 Large Ctn CP 6.0 Extra-Large Ctn	1 -104 =399 =================================	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs PBO Dishpack PBO 6.0 Xtra Lg Ctn	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals oing Totals	1 -104 =399 =================================	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs PBO Dishpack PBO 6.0 Xtra Lg Ctn	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals ing Totals Total Article Summary Total Carton Summary Total Carton Summary P Lamp CP 1.5 Small Ctn CP 3.0 Medium Ctn CP 4.5 Large Ctn CP 6.0 Extra-Large Ctn CP Dishpack CP 1.5 Book Ctn	1 -104 =399 =================================	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs PBO Dishpack PBO 6.0 Xtra Lg Ctn	1 8 PBO 13 PB	5 Ctn	5 s
Table, End tore Room Totals ing Totals Total Article Summary Total Carton Summary CP Lamp CP 1.5 Small Ctn CP 3.0 Medium Ctn CP 4.5 Large Ctn CP 6.0 Extra-Large Ctn CP Dishpack CP 1.5 Book Ctn CP Mirror/Picture Ctn	1 -104 =399 =================================	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs PBO Dishpack PBO 6.0 Xtra Lg Ctn	1 8 PBO 13 PB	5 Ctn: O Ct:	5 s
Table, End tore Room Totals oing Totals	1 -104 =399 399 5 8 32 12 25 31 5 25	5	5 943 4020 	Umbrella, Patio6601 lbs4 CP Ctns28140 lbs145 CP Ctns 28140 lbs PBO Dishpack PBO 6.0 Xtra Lg Ctn	1 8 PBO 13 PB	5 Ctn: O Ct:	5 s



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 319/2024

Approval and authorization for the Chairman to execute a resolution to ratify and affirm all actions taken in furtherance of the purchase of Parcel 073, Hall County tax parcel number 15042 000080, also known as 7030

Spout Springs Road, for the sum of \$390,000.00, required for the

construction of the Spout Springs Road Phase 2 Project, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter:

Recommendation:

Approve.

Purpose of Request:

Approval and authorization for the Chairman to execute a resolution to ratify and affirm all actions taken in furtherance of the purchase of Parcel 073, Hall County tax parcel number 15042 000080, also known as 7030 Spout Springs Road, for the sum of \$390,000.00, required for the construction of the Spout Springs Road Phase 2 Project, and authorize the execution of any and all documents necessary to effectuate the ratification and affirmation, subject to review and approval by the County Attorney.

Facts and Issues:

Hall County is in the process of acquiring land for the Spout Springs Road Phase 2 project, and it is necessary that previously-approved land acquisitions be ratified by the Board of Commissioners during a public meeting in order to place the land acquisitions on the County's Minutes.

History:

ΒN

The Spout Springs Road project was initially a single six mile project until GDOT decided to phase the improvements due to funding constraints. The right-of-way coordination took place with property owners but the acquisition of parcels along Phase 2 was deferred. The construction of Phase 1 is complete and the Public Works Department is currently working on updating the environmental documents, construction documents, right-of-way acquisition for Phase 2.

Options:

Funding Requested \$ 390,000.00

Are funds within current budget?

Source of Funds SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget		Finance
JG	JG	EW		TS
Attorney	Adminis	stration		Clerk
WLI	C	CR		JR

Yes

Attachments:

Financial Supplement Resolution Exhibit A



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 319/2024

Funds Requested: \$ 390,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

SPLOST VIII No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	\$390,000.00

Budget Transfer Items:

Additional Information/Comments:

Resolution to be provided by the Legal Department.

Contact for Questions: Phone:

RESOLUTION

A RESOLUTION TO RATIFY AND AFFIRM ALL ACTIONS TAKEN THUS FAR IN FURTHERANCE OF THE SPOUT SPRINGS PHASE 2 PROJECT AND FOR SUCH OTHER PURPOSES.

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board") authorized the widening and improvement of Spout Springs Road, which road connects the Town of Braselton, Georgia and the City of Flowery Branch, Georgia, with such improvements including, but not limited to, improved lanes, bicycle and pedestrian facilities, greater road access management, better roadway curvature to enhance safety, and turn lanes where needed for safer roadway operations (the "Spout Springs Project"); and

WHEREAS, the parcel set forth in Exhibit A has been settled and resolved, said parcel is denoted on the plans for the Project, and are identified in Exhibit A attached hereto and made a part hereof, which details the parcel number, property owner, property address, purchase amount, moving expenses, closing costs, or additional costs; and

WHEREAS, the Board desires to ratify, approve, and affirm all actions taken by the County Attorney, any outside counsel retained by the County Attorney, the Chief Engineer, Croy, Stewart, Melvin, and Frost, LLP ("SMF") and any other agents of the County acting under the direction of the County Attorney and/or the Chief Engineer to affect the purchase and/or negotiated settlement of the parcel as denoted on Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the Board, in regular session, as the managing and controlling body of the County, and it is hereby resolved by authority of the same as follows:

- **Section 1.** All actions taken on behalf of the County by the County Attorney, any outside counsel retained by the County Attorney, Chief Engineer, Hall County Public Works, Croy, SMF, and other agents of the County acting under the direction of the County Attorney or the Chief Engineer in furtherance of the Project prior to the effective date of this Resolution, including the purchase of the parcel and the negotiated settlement of parcel set forth on Exhibit A, are hereby approved, ratified, and affirmed.
- **Section 2.** The Board hereby approves, ratifies, and affirms the acquisition of any other interests in property necessary and proper for the construction of the Project which may have been acquired or have a negotiated settlement prior to the effective date of this Resolution.
- **Section 3.** The Board hereby authorizes the Chairman to execute all documents in furtherance of the Project, and further approves, ratifies, and affirms the execution of all documents in furtherance of the Project.

Section 4. The Board hereby authorizes SMF and/or the Director of Public Works, or his designee, to execute any and all documents necessary to effectuate the property acquisitions which are ratified in this Resolution.

Section 5. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board, this _____ day of ______, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

HALL COUNTY BOARD OF COMMISSIONERS

Richard Higgins, Chairman

ATTEST:

Jennifer Rivera, Clerk (SEAL)

Approved as to form:

William J. Linkous, III

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby Georgia.	certify that I am the Clerk of the Board of Hall County
Resolution passed by the Board on	g pages constitute a true, correct, and exact copy of a, 2024, and that the original of said Resolution Office, Hall County Government Center, 2875 Browns
Given under my hand and seal of H 2024.	all County, Georgia this day of
	JENNIFER RIVERA
	Clerk of the Board of
	Hall County, Georgia.
	(SEAL OF HALL COUNTY)

4884-9165-1207, v. 1

EXHIBIT A

Parcel Number	Owner Information	Amount	Housing Supplement	Moving Expenses	Closing Cost / Other
73	Richard Lynn Hammer and Sandra D. Hammer 7030 Spout Springs Rd.	\$390,000.00	N/A	\$2,522.00	N/A



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 329/2024

SUBJECT: Approve Change Order #1 for design and construction services for Fire

Station #17 to Hussey, Gay, Bell & DeYoung International, Inc. of Duluth,

GA, in the amount of \$158,000.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: BN

Recommendation:

Approve.

Purpose of Request: History:

Approve Change Order #1 for design and construction services for Fire Station #17 to Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA, in the amount of \$156,560.00.

The award of Task Order #2020-006 to Hussey, Gay, Bell & DeYoung for Design and Construction services on the Fire Station 17 project was negotiated and awarded as a percentage of the construction cost. Now that construction is substantially complete, the design and construction services fees are being increased to account for the actual construction cost.

Nο

Yes

Facts and Issues:

Due to increases in construction costs, the fees to Hussey, Gay, Bell are being increased as per the approved percentages.

Funding Requested \$ 158,000.00

Are funds within current budget? Yes

Are fullus within current budget:

Source of Funds Capital Projects

Options:

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Submit	Approve	Purchasing	Budget
JG	JG	AP	EW
	.	4 7 4 4 4	
Finance	Attorney	Administration	Clerk

Attachments:

Financial Supplement Change Order Request Letter - from Hussey Gay Bell Invoice



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 329/2024

Funds Requested: \$ 158,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

Capital Projects Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	521000- PROFESSIONAL SERVICES	\$158,000.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	521000- PROFESSIONAL SERVICES	\$158,000.00
2024	350-CAPITAL PROJECTS FUND	0000 - NOT APPLICABLE	399999 - PLANNED USE OF FUND BALANCE	\$-158,000.00

Additional Information/Comments:

This change order will be funded through Fire Station 17 contingency funds. The budget will be adjusted accordingly to account for the change order.

Contact for Questions: BN **Phone:** 770-531-6800



June 7, 2024

Mr. Jorge Gomez Assist. Public Works Director Hall County Development and Infrastructure PO Drawer 1435 Gainesville, GA 30501

RE: Change Order Request for New Fire Station 17

Dear Mr. Gomez,

Please let this letter serve as our request for a Change Order for design services for the recently constructed Fire Station 17 in the amount of \$158,000.00. This request is substantiated by the following and includes our credits to the county for the improper hood specified on FS 1 and a good faith credit fee reduction for FS 17 in support of our long standing professional history with Hall County:

Contract Adjustment for Actual Construction Costs
Prototype Revisions Requested by the Fire Department
Design and CA fees for the Storage Building
Additional Civil Platting, Surveying and Permitting Required by the City of Buford

We respectfully appreciate your consideration of this request.

Sincerely,

HUSSEY GAY BELL

Christopher M. Caudle, AIA

Principal

CC: Holmes Bell, PE CEO and Chairman

3100 Breckinridge Boulevard, Building 300 • Duluth, Georgia 30096 • 770.923.1600 • husseygaybell.com

HUSSEY GAY BELL Established 1958

Hall County Commissioners

Mr. Jorge Gomez

via email: accountspayable@ hallcounty.org 2875 Browns Bridge Road, 4th Floor

Gainesville, GA 30504

Invoice number

20230392

Date

09/18/2023

Project 620100927 Fire Station No. 17

Professional services through 09/08/2023

P.O.# 403202

Description	Fee	Percent Complete	Fee Earned	Previously Billed	Amount Due
Architectural Services					
Construction Documents (Arch,Struct,PME)	121,437.00	100.00%	121,437.00	86,760.00	34,677.00
Field Documentation/Laser Survey of Existing Building	5,700.00	100.00%	5,700.00	5,700.00	0.00
Structural Analysis of Existing Frame	2,750.00	100.00%	2,750.00	550.00	2,200.00
Contract Administration (Arch,Struc,PME)	62,559.00	21.43%	13,405.50	0.00	13,405.50
Subtotal	192,446.00	74.46%	143,292.50	93,010.00	50,282.50
Civil Services - Rochester & Associates					
Civil Construction Documents	56,500.00	100.00%	56,500.00	2,025.00	54,475.00
Civil Contract Administration	7,500.00	28.00%	2,100.00	0.00	2,100.00
Coordination Meetings**	3,450.00	100.00%	3,450.00	4,837.50	-1,387.50
Plan Processing includes Rochester & Associates	6,037.50	100.00%	6,037.50	3,112.50	2,925.00
Civil Reimbursable Expenses includes Rochester & Associates**	3,624.75	52.57%	1,905.39	2,765.07	-859.68
Subtotal	77,112.25	90.77%	69,992.89	12,740.07	57,252.82
Additional Services					
Prototype Revisions	30,174.00	100.00%	30,174.00	0.00	30,174.00
Storage Building Design Construction Cost \$891,336 x 6%					
CD	35,300.00	100.00%	35,300.00	0.00	35,300.00
CA	18,180.00	21.43%	3,895.71	0.00	3,895.71
HGB Reimbursables - Permit Set Printing**	1,253.00	100.00%	1,253.00	278.50	974.50
Boundary Combination Survey - Rochester & Associates	5,600.00	100.00%	5,600.00	0.00	5,600.00
Boundary Survey Plan Processing - Rochester & Associates	1,500.00	100.00%	1,500.00	0.00	1,500.00
Subtotal	92,007.00	84.47%	77,722.71	278.50	77,444.21
Total	361,565.25	80.49%	291,008.10	106,028.57	184,979.53

Less Fee Credit of \$12, 805.00 for Design Error on Fire Station #1 -12,805.00

Invoice total 172,174.53

Fee Reduction

-15,000.00

REVISED INVOICE TOTAL

157,174.53

^{**}Credit due to previous billing amounts exceeding contract amounts



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 247/2024

SUBJECT: Approve the award of IFB #001-45 Point Blank AXII-4 Ballistic Vests for the

Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville,

Yes

FL. The estimated annual cost is \$86,106.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: LJM

Recommendation:

Approve.

Purpose of Request: History:

Approve the award of IFB #001-45 Point Blank AXII-4 Ballistic Vests for the Sheriff's Office to Federal Eastern International, LLC (FEI) of Jacksonville, FL. The estimated annual cost is \$86,106.00.

Facts and Issues: Options:

Federal Eastern International, LLC (FEI) is a new vendor to Hall County. FEI has a location in Athens, GA.

Funding Requested \$ 86,106.00

Are funds within current budget? Yes
Source of Funds General

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CW	SC	SC	AP

Budget	Finance	Attorney	Administration		
EW	TS	WLI	CR		
Clerk					
JR					

Submit

Approve

Purchasing

Attachments:

Financial Supplement Contract Cost Proposal Worksheet Bid Tab

Buyer



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 247/2024

Funds Requested: \$86,106.00 Request Budgeted: Yes
Proposed Source of Funding: Budget Transfer Requested:

General No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	TBD	531600-SMALL FURNITURE & EOUIPMENT	\$86,106.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: LJM Phone: 678-618-1235



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR **Taylor Samples, CPA** To: Richard Higgins, Chairman, BOC

Cheryl Wright, Buyer

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

Bid/Contract No: 001-45

04/26/2024

Date:

From:

Bid/Contract Name: Point Blank AXII-4 Ballistic Vests Annual Contract

Department(s) Requesting Contract: Sheriff's Office

Award Recipient Name: Federal Eastern International, LLC

Date of BOC Approval:

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$68,885

☐ Price Increase Requested Increase Percentage: 0%

☐ Project/Service Contract Awarded Amount: \$0

Awarded Amount: \$86,106

Comments: Year one (1) of a possible five (5) year contract.

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 001-45

Bid/Contract Name: Point Blank AXII-4 Ballistic Vests Annual Contract – New contract for FY25. Federal Eastern International, LLC in Jacksonville, FL is a new vendor to Hall County. Federal Eastern International, LLC has a location in Athens, GA. The previous contract for the last three (3) years was held with Dana Safety Supply in Sugar Hill, GA.



Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

CONTRACT # 001-45

STATE OF GEORGIA

; For the provision of

Point Blank AXII-4 Ballistic Vests

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Point Blank AXII-4 Ballistic Vests (hereinafter "Services") is made and as entered into as of April 8, 2024
(Execution Date) and April 11, 2024 (Effective Date) is by-and-between Hall County, Georgia, Board of Commissioners, (hereinafter referred to as "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Federal Eastern International, LLC located at 135 W Adams St Jacksonville, FL 32202 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, any Quotes, Exhibits, Attachments, and references are all incorporated herein by reference, and

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

ARTICLE #102 - CONTRACT

A. Contractor agrees to provide the Services to the County as detailed as the Scope of Work.

- B. County hereby agrees as good and valuable compensation as provided in EXHIBIT C- MANDATORY PRICING, as incorporated herein by reference, (including Performance & Payment Bonds and all permits if required) shown below: N/A
- C. <u>Price Escalation Clause</u>. Contractor may request up to a <u>three-percent (3%)</u> price increase at time of contract renewal. Price increases are not guaranteed.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER

Sargent Mike Free Hall County Quartermaster 2460 Athens Hwy. Gainesville, GA 30501

Email: mfree@hallcounty.org

Ph: (770)531-6881

COUNTY ISSUING OFFICER

Cheryl Wright
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
cwright@hallcounty.org
Ph: (770) 535-8263

REMIT-TO ADDRESS (if different).

CONTRACTOR'S CONTACT INFO

Name Sally Hayes

Title Co-Founder, Chief Sales/Customer Officer

Address 1 135 W. Adams St Address 2 Jacksonville, FL 32202 Email: shayes@fedeastintl.com

Ph: 727.827.2997

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 - CONTRACT TERM:

For multi-year contracts the term will be for one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed or guaranteed.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

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

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

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

ARTICLE # 108 – TERMINATION PROVISIONS:

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

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

including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

- The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
- The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108. C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
 - 1. Immediately terminate the Contract for default without additional written notice.
 - In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
 - 3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

D. Termination Due to Non-Availability of Funds.

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

E. Termination due to Failure of Contractor to Act.

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

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
 - 2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
 - 3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
 - 4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
 - 5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. Liquidated Damages. N/A for this contract

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

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

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS, AGREEMENTS, RENEWALS AND EXTENSIONS:

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

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
 - B. Record Retention and Access. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of

at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

a. \$500,000 Bodily Injury by Accident
 b. \$500,000 Bodily Injury by Disease
 c. \$500,000 Bodily Injury by Disease
 Each Disease
 Each Employee

<u>Additional Provisions:</u> Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury

e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

<u>Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.</u>

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person c. \$500,000 per Occurrence d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- a. Uninsured motorists' coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)

- b. Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- c. Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- d. Concurrent policy dates with primary liability policies except for workers compensation

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the County name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County as per Exhibit C: Mandatory Cost Proposal Worksheet.
- B. Prices quoted shall be <u>firm and fixed</u> throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 - NOTICES. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Verbal communications from the County to the Contractor shall not authorize Contractor to being work or ship any product. The County shall only be liable for payment for goods or services strictly authorized by a PO.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to <u>accountspayable@hallcounty.org</u> and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.

- 3. The County does not pay for services not yet received but only in arrears.
- 4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE #103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE #122 or terminate the Contract (ARTICLE #108 – TERMINATION PROVISIONS).
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS N/A

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to <u>one-hundred percent (100%)</u> of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 - RETAINAGE N/A

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the <u>Superior Court of Hall County, Georgia</u>.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify):

A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 - ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- 1. First, any amendments to the Contract, including all Exhibits thereto.
- 2. Second, the Contract itself, including all Exhibits thereto.
- 3. Third, Attachments appended to the Contract.

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that all Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 - HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE #134 - NOT A JOINT VENTURE.

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE #135 – ADDITIONAL TERMS

The Department shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document(s) which attempts to impose any condition in variance with or in the addition to the terms and conditions contained herein.

ARTICLE # 136 - CONTRACT TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance,

- communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and

- specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- 32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

PRINT COMPANY'S FULL LEGAL NAME BELOW

AMBER L. MUSSER
MY COMMISSION # HH 022938
EXPIRES: November 17, 2024
Sonded Thru Notary Public Underwriters

Federal Eastern International, LLC	HALL COUNTY, GEORGIA
By: Sltay	Ву
Print Name: Sally Hayes	Richard Higgins, Chairman
Title: _Co-Founder, Chief Sales/Customer Officer	Hall County Board of Commissioners
	Date:
Sworn to and subscribed before me this	Attestment:
ath Day of April, 2024	County Clerk
2024	Approved as to Form
Notary Public: Amber L. Musser amba J. Musser	Justi R. Janlin, Sr. Asst. County Atty.
Notary commission expires: 11/17/24	
[Locus Sigilli – Seal or Stamp]	



Hall County Government FINANCIAL SERVICES

EXHIBIT C

IFB # 001-45

Point Blank AXII-4 Ballistic Vests

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings

Instructions: Complete each cost section below.						
Item #	<u>Description</u>	Qty.	<u>Unit Price</u>	Extended Price		
VS5AX4CVS0M	Point Blank AXII-4, Two Vision Carriers	Any *	\$660.00	\$660.00		
	*Pricing is per vest package ordered thru June 30, 20225					
			-			

SUMMATION OF BIDS RECEIVED	Dana Safety	Galls, LLC		Federal Eastern International	The Safariland Group	Clyde Armory, Inc.
IFB # 001-45	Supply					
Point Blank AXII-4 Ballistic Vests	Sugar Hill, GA	Lexington, KY		St. Petersburg, FL	Jacksonville, FL	Athens, GA
			Ц			
Total Bid	\$671.370	\$810.000	Н	\$660.000	No Bid	No Bid
1000	Ţ	70.0000	П	TOOLS		1
BIDS MAILED: 30 (H)1			H			
BIDS RECEIVED: 3 (H) 0 No bids (2)			Ħ			
DEPARTMENT: Sheriff						



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 302/2024

SUBJECT: Approve the annual contract renewal for medical services for the Hall

County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated

annual cost is \$171,611.53.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: CCD

Recommendation:

Approve.

Purpose of Request:

Approve the annual contract renewal for medical services for the Hall County Jail to Dr. Linwood Zoller, M.D. of Gainesville, GA. The estimated annual cost is \$171.611.53.

History:

Dr. Zoller has been the Medical Director for the Jail since 1992 and is a vendor in good standing with the County.

Facts and Issues:

Options:

There is no price increase in the annual salary for FY 2025.

Funding Requested \$ 171,611.53

Are funds within current budget? Yes
Source of Funds General

Does the action involve a Resolution, Ordinance, Contract, Yes Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-06-30

Approvals:

Buyer	Submit	Approve	Purchasing
JD	SC	SC	AP

Budget	Finance	Attorney	Administration		
EW	TS	WLI	CR		
Clerk					
JR					

Attachments:

Financial Supplement Contract - Dr. Zoller, MD



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 302/2024

Funds Requested: \$ 171,611.53 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

General No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3326-SHERIFFâ€JAIL	521208-MEDICAL SERVICES	\$171,611.53

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS **Phone:** 770-531-4959



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503 Date:

05/16/2024

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Service Agreement: Physician Agreement

Department(s) Requesting Contract: Jail

Award Recipient Name: Dr. Linwood Zoller, MD

Prior Year's Spend: \$171, 611.53

Contract Description:

Price Increase Requested Increase Percentage: 0%

☐ Product Contract Estimated Amount: \$

Comments: Dr., Linwood Zoller has been providing medical services for the Conty since FY04. He is a vendor in good standing and agreement will renew his contract for one (1) year.

PHYSICIAN AGREEMENT

This Agreement made this 1st day of July, 2024 by and between Hall County, Georgia, a political subdivision of the State of Georgia ("County") and Dr. Linwood Zoller, M.D. ("Independent Contractor").

WHEREAS, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of a qualified physician to provide healthcare services to the inmates housed in the Detention Center from time to time; and

WHEREAS, Independent Contractor is a qualified, licensed physician capable of providing healthcare services; and

WHEREAS, Independent Contractor agrees to provide, from time to time, the services contracted for hereunder on behalf of the County; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

- 1. Physician Services. Independent Contractor agrees to act as the physician of the Hall County Jail and Detention Center. As such, Independent Contractor agrees to perform the following functions:
 - a. Independent Contractor shall visit the Detention Center four (4) days per week (such days to be mutually agreed upon by the County and Independent Contractor) for the purposes of providing medical services to the detainees at the Hall County Detention Center.
 - b. Independent Contractor shall be on call twenty-four (24) hours per day for the purpose of giving medical services in the handling of unforeseen medical emergencies which may arise at the Detention Center.
 - c. In the event a detainee requires medical attention which cannot be handled over the telephone or administered while Independent Contractor is visiting the Detention Center, independent Contractor agrees to see detainee in Independent Contractor's office whenever reasonably possible in an effort to decrease the number of visits to the Emergency Room at Northeast Georgia Medical Center.
 - d. Independent Contractor shall direct the dispensing of medication and plan special diets for detainees when necessary.
 - e. Independent Contractor reserves the right to have a detainee sent to the Emergency Room at Northeast Georgia Medical Center when such is in the best interest of the detainee.
 - f. Independent Contractor shall abide by all rules of the Hall County Detention Center.
- 2. Base Compensation. The County shall pay to Independent Contractor annually a total of One Hundred Seventy one Thousand Six Hundred eleven and 53/100 Dollars (\$171,611.53) (the "Base Compensation"), in compensation for or providing the Physician Services described in Paragraph 1 above. The Base Compensation shall be payable in twelve (12) monthly installments of Fourteen Thousand three hundred and 96/100 Dollars (\$14,300.96). The first monthly installment shall be made on August 1, 2024 and payment shall be made on the first day of each month thereafter until termination of this Agreement. A late charge of 5% of the monthly installment amount may be charged by Independent Contractor should payment not be made by the 20th day of each month.

- 3. Additional Compensation. In addition to Base Compensation set forth in Paragraph 2 above, Independent Contractor shall charge a fee not to exceed Twenty Dollars and No/100 (\$20.00) for each office visit or Thirty Dollars and No/100 (\$30.00) for each time Independent Contractor attends a detainee in the emergency room of Northeast Georgia Medical Center ("Fees"). Charges for medical procedures including but not limited to: shots, sutures, and medical testing, shall be in addition to the Base Compensation and Fees, and shall not exceed the fair market value for similar services in Hall County, Georgia ("Procedure Charges"). Independent Contractor shall send the County an itemized monthly invoice for reflecting the Fees and Procedure Charges with a brief description of the work performed. In the event the County feels that any Procedure Charge is unreasonable, the County may withhold payment of such amount until the County and Independent Contractor reach agreement on the reasonable fair market value of the procedure performed. Disagreements subject to arbitration.
- **4. Term.** This Agreement shall be in effect beginning on July 1, 2024, and shall terminate on June 30, 2025.
- 5. Termination without Cause. Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.
- 6. Leave. In the event Independent Contractor is unable to attend the Detention Center or be on call as required pursuant to Paragraph 1, as a result of illness, vacation, personal time, or for any other reason, Independent Contractor agrees to make arrangements for a qualified person to visit the Detention Center and remain on call during the absence. Independent Contractor shall give the County at least seven (7) days' notice of any intended absence whenever possible.
- 7. Independent Contractor. Independent Contractor shall be and is an independent contractor, and is not an employee of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that he has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that he has any authority, to bind the County in any contractual manner.
- 8. Taxes. Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.
- **9. No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.

- 10. Workers Compensation. The County shall not obtain workers' compensation insurance on behalf of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning his business and his employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.
- 11. Indemnity. Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of his performance of services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.
- 11a. Insurance. The Independent Contractor shall obtain and maintain, as a minimum, the following insurance coverage during the entire term of this contract:

Worker's Compensation Insurance in the covered amount of \$500,000.00 Per Bodily Injury; General Liability Insurance in the covered amount of \$1,000,000.00 Per Occurrence and \$2,000,000.00 General Aggregate;

Professional Liability Insurance in the covered amount of \$1,000,000.00 Per Occurrence and \$3,000,000.00 General Aggregate;

Umbrella Liability Insurance in the covered amount of \$1,000,000.00 Per Occurrence.

- 12. Waiver of Breach. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.
- 13. Notices. Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.
- 14. No Drafting Presumptions. The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.
- 15. Choice of Law. This Agreement shall be construed under the laws of the State of Georgia.
- 16. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:	COUNTY:		
Linurood Zeller mp LINWOOD ZOLLER, M.D.	HALL COUNTY, GEORGIA		
	Ву:		
	Chairman		
	Attest:		
	Secretary		

APPROVED AS TO FORM

Nathaniel R. Anderson, Senior Assistant County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 321/2024

Approve the ratification of Change Order #1 for inmate food service for the **SUBJECT:**

Hall County Jail to Trinity Services Group, Inc. of Oldsmar, FL, in the

amount of \$260,000.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: CCD

Recommendation:

Approve.

Purpose of Request:

Approve the ratification of Change Order #1 for inmate food service for the Hall County Jail to Trinity Services Group, Inc. of Oldsmar,

FL, in the amount of \$260,000.00.

History:

Evaluations for a new food service provider are currenlty being reviewed for FY 2025.

Νo

Facts and Issues:

This contract was approved for renewal in June of 2023 for FY 2024 via agenda item# 330/2023. Due to the volume of inmates housed at the jail, a change-order was needed to cover the remaining food costs for the remainder of FY 2024.

This change-order will bring the value of this PO to \$1,210,000 for FY 2024.

Options:

Funding Requested \$ 260,000.00

Are funds within current budget? Yes

General Fund Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Yes Has it been reviewed by the County Attorney?

Approvals:

Buyer	Submit	Approve	Purchasing
AP	SC	SC	AP
Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
	Cl	erk	
	J	R	

Attachments:

Financial Supplement Change Order #20240529-001 Original PO Current Annual Contract



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 321/2024

Funds Requested: \$ 260,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

General Fund No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	3326-SHERIFFâ€JAIL	531301-PRISONER MEALS	\$260,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS **Phone:** x7219



Hall County Board of Commissioners

Financial Services PO Drawer 1435 Gainesville, GA 30503

Bill To

Please send all invoices to accountspayable@hallcounty.org

Ship To

SHERIFF - JAIL 1700 BARBER ROAD GAINESVILLE, GA 30507 **PURCHASE ORDER**

Page 1 of 1

09/11/2023

PURCHASE ORDER DETAILS

Purchase Order Number 20240529-001

Purchase Order Date 09/12/2023

Department SHERIFF-JAIL

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

Vendor 10500 TRINITY SERVICES GROUP INC 62836 COLLECTION CENTER DRIVE CHICAGO, IL 60693-0628

CHANGE ORDER

2024

Fiscal Year

Required By

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
813-854-4264		10500	9241225	Ava Hailey	Mike Hawkins	
NOTES						

INMATE FOOD SERVICES

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	INMATE FOOD SERVICES		1.0000	EACH	\$1,210,000.0000	\$1,210,000.00
	GL #: 100-3326-531301-0000-	\$1,210,000.00				
	Commodity Code: -					

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis Approval Date: 09/12/2023

Autholized Signature

Purchase Order Total \$1,210,000.00

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

- 21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
- 32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
- 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- 42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County



813-854-4264

Hall County Board of Commissioners

Financial Services PO Drawer 1435 Gainesville, GA 30503

Bill To

Please send all invoices to accountspayable@hallcounty.org

Ship To

10500

SHERIFF - JAIL 1700 BARBER ROAD GAINESVILLE, GA 30507 **PURCHASE ORDER**

DELIVERY REFERENCE

 Fiscal Year
 2024
 Page 1 of 1

 PURCHASE ORDER DETAILS

 Purchase Order Number
 20240529

 Purchase Order Date
 09/12/2023

 Department
 SHERIFF-JAIL

 Required By
 09/11/2023

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

Mike Hawkins

Vendor 10500 TRINITY SERVICES GROUP INC 62836 COLLECTION CENTER DRIVE CHICAGO, IL 60693-0628

NOTES						
INMATE	FOOD SERVICES					
ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	INMATE FOOD SERVICES		1.0000	EACH	\$950,000.0000	\$950,000.00
	GL #: 100-3326-531301-0000-	\$950,000.00				
	Commodity Code: -					

Ava Hailey

9241225

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis Approval Date: 09/12/2023

Authorized Signature

Purchase Order Total \$950,000.00

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

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- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
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- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
- 32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
- 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
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- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- 42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

CONTRACT FOR INMATE FOOD SERVICE ANNUAL CONTRACT

This agreement, made and entered into this the <u>6212023</u>, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Trinity Services Group, 477 Commerce Blvd. Oldsmar, FL 34677 (Hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide for **INMATE FOOD SERVICE ANNUAL CONTRACT**, per all the requirements, terms and provisions in RFQ/P#: 44-007, herein referred to as the "Contract" and has entered into an agreement for the necessary services provided by the contract and whereas, the Contractor desires to perform said services.

Hall County's RFQ/P #: 44-007 issued on May 2, 2023, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4th Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

TRINITY SERVICES GROUP	HALL COUNTY, GEORGIA
By: M. Ca	By:
Title: Sr. Vice President	Hall County Board of Commissioners COMMISS
Print Name:James M. Perry	Attestment: County Clerk, Deputy County Clerk, GA
Sworn to and subscribed before me this	Sworn to and subscribed before methis
Day of June, 2023 Notary Public: Afrangulashing	Notary Public: Notary Commissibare Expires: 3 1 100
Notary commission expires: 6/21/26	Notary commission expires:
[Locys Sigilli] DEBORAH J. WESTLING NOTARY PUBLIC, NOTARY SEAL STATE OF MISSOURI ST. LOUIS COUNTY COMMISSION # 14431813 MY COMMISSION EXPIRES: 6/21/2026	APPROVED AS TO FORM: William Linkous, County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 324/2024

SUBJECT: Approve the award of RFQ/P #45-006 Inmate Food Service for the Hall

County Jail to Kellwell Food Management of Beattyville, KY. The estimated

annual cost is \$1,000,000.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: CCD

Recommendation:

Approve.

Purpose of Request: History:

Approve the award of RFQ/P #45-006 Inmate Food Service for the Hall County Jail to Kellwell Food Management of Beattyville, KY.

The estimated annual cost is \$1,000,000.00.

This vendor is in good standing with the County.

Facts and Issues: Options:

This will be year one (1) of a possible five (5) year contract.

Funding Requested \$ 1,000,000.00

Are funds within current budget? Yes
Source of Funds General

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Yes Yes

Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
MH	SC	SC	AP

Budget	Finance	Attorney	Administration
EW	TS	WLI	CR
	Cle	erk	
	J	R	

Attachments:

Financial Supplement Contract Bid Tab Cost Proposal - Kellwell



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 324/2024

Funds Requested: \$ 1,000,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

General No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3326-SHERIFFâ€JAIL	531301-PRISONER MEALS	\$1,000,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JS **Phone:** (770) 531-4959



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA Date: 05/28/2024

To: Richard Higgins, Chairman, BOC

From: Mike Hawkins, Buyer

Your signature is requested to execute the attached annual contract documents for:

Bid/Contract No:

45-006

Bid/Contract Name: Inmate Food Service Annual Contract

Department(s) Requesting Contract: Sheriff

Award Recipient Name:

Kellwell Food Management

Contract Description:

Annual Contract

New

Renewal

Prior Year's Spend:

N/A

Price Increase Requested

Increase Percentage: 0%

☐ Project/Service Contract

Estimated Amount:

\$0

Product/Service Contract

Estimated Amount:

\$1,000,000.00

Comments: Year one (1) of a possible five (5) year contract. The Sheriff's department has requested that this contract be awarded to Kellwell Food Management of Beattyville, KY, as they were the highest scoring vendor by the evaluation committee.



We have it all in Hall

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings

Hall County Government

FINANCIAL SERVICES

EXHIBIT B - CONTRACT FOR SERVICES

STATE OF GEORGIA COUNTY OF HALL CONTRACT#: 45-006

For the provision of

Inmate Food Service for the Hall County Jail

ARTICLE #101 - INTRODUCTION

Whereas, the Parties do mutually desire to enter into this Contract to document the provision of Services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid RFQ/P#: 45-006, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 - CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein as the Scope of Work, and for locations and services as described in the RFQ/P#: 45-006 and the Bidder's response.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled <u>Exhibit C –</u> <u>Mandatory Cost Proposal Worksheet</u>, as incorporated herein by reference, for the lump-sum cost shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

C. Price Escalation Clause. - Reserved

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract are required to provide notice(s) to the other party in compliance herewith, then the party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Jeff Ashley Lieutenant Hall County Jail 1700 Barber Rd. Gainesville, GA 30507 jashley@hallcounty.org (770) 718-2351

COUNTY ISSUING OFFICER

Mike Hawkins
Buyer
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
(678) 696-2497

CONTRACTOR'S CONTACT INFO

Name Christopher Lee Davis
Title Chief Growth Office
Company Name Kellwell Food Management
Address 1 637 Fairground Ridge Road
Address 2 Beattyville KY 41311
Email cdavis@kellwell.com
Phone (941) 404-0294

ARTICLE #104 - NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Contractors to provide the Services similar to those described in this Contract, during the term of the Contract should the need arise or the contractor fail to perform.

ARTICLE #105 - CONTRACT TERM:

Until substantial and final completion of services

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract can only be modified, amended, or added to in writing and fully executed by both parties hereto. This Contract document constitutes the sole and entire Contract and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by either party in relation hereto.

ARTICLE # 107 - REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;

A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable

commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

Definition: The term 'force majeure' as defined in Black's Law Dictionary, is 'an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the parties could not have anticipated or controlled."

- B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience. Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
 - The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract

D. Termination Due to Non-Availability of Funds.

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

E. Termination due to Failure of Contractor to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
- The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
- The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
- 4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.
- F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:
 - Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

- Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
- Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
- Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Contractor from any claim brought by any third party against the Contractor.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

The Contractor shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 - USE OF THIRD PARTIES (SUB-CONTRACTORS):

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

ARTICLE #112 - SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

ARTICLE #113 - SEVERABILITY:

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE # 114 - RECORDS:

- A. Public Records Request. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. Record Retention and Access. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

The failure of any party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

ARTICLE # 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

a. \$500,000 Bodily Injury by Accident
b. \$500,000 Bodily Injury by Disease
Each Disease
Each Disease

c. \$500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate

b. \$2,000,000 Products & Completed Operations Aggregate

c. \$1,000,000 Each Occurrence

d. \$1,000,000 Personal & Advertising Injury
e. \$500,000 Damages to Premises / Fire / Legal

f. \$5,000 Medical Payments

<u>Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.</u>

a. \$1,000,000 Combined Single Limit OR

b. \$500,000 per Person c. \$500,000 per Occurrence d. \$100,000 Property Damage

e. \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

a. \$1,000,000 per Occurrence

Additional Provisions:

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation

<u>Cyber Insurance</u>: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

a. \$1,000,000 Each Claim/Wrongful Act

b. \$2,000,000 Annual Aggregatec. \$1,000,000 Business Interruption

d. \$1,000,000 Data Recovery

e. \$500,000 Cyber Extortion Expenses

f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not Applicable): Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) if credit cards and/or banking information is obtained or accessed
- d. Ransomware

<u>Professional Liability Insurance (Errors & Omissions)</u>: Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (Not Applicable) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

ARTICLE # 119 - NO WAIVER:

- A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Contractor agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 - NOTICES. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc., performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or

otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

- Contractor shall invoice the County via email each month solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in ARTICLE #102.
- 2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
- 3. The County does not pay for services not yet received but only in arrears.
- The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

- If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE #103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE #122 or terminate the Contract (ARTICLE #108 – TERMINATION PROVISIONS).
- 2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

- D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 - PERFORMANCE AND PAYMENT BONDS (Not Applicable)

The Contractor must furnish to the County both a Performance and Payment Bond, both equal to one-hundred percent (100%) of the Contract's total initial award dollar amount. The County will only issue a Notice-to-Proceed after the bonds are received. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124 - RETAINAGE (Not Applicable)

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to <u>five-percent (5%) retainage</u> throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 - VENUE AND GOVERNING LAW

The parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that either party may bring a legal suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

Contractor hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty days (30) written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Contractor certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 - ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Contractor's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129- CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the IFB documents and the bidder's response, are-herein-incorporated into this contract by reference.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet

ARTICLE # 130 - ENTIRE CONTRACT:

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE # 131- VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 - SALES TAX EXEMPTION STATUS

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #133 - HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless, Hall County Government, County Commissioners, its agents, servants, employees, officers, directors and elected officials, or any other person(s) against any loss or expense. This includes attorney fees, because of any liability imposed by law upon the County, except in cases of the County's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

ARTICLE # 134 - CONTRACT TERMS AND CONDITIONS

- All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
- The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
- Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
- The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days.
- The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.

- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
- 21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
- 22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by The County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
- Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
- 33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid and added to the invoice as a separate line item.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.

40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written: HALL COUNTY, GEORGIA **COMPANY'S FULL LEGAL NAME** By. Print Name: John Walling Richard Higgins, Chairman Title: CEO/ Owner Hall County Board of Commissioners Date: ___ Sworn to and subscribed before me this Attestment: County Clerk 28th Day of May , 2024 Notary Public: Jossei F. osto Notary commission expires: 2/10/24 [Locus Sigilli - Seal or Stamp]

Kellwell Reserves the right to sign this contract after conducting negotiations pertaining to Scope of Work, Pricing and Terms & Considtions



Justin R. Lawhon, Serior Accident County Attorney

Bid Tab Summary				
SCORES	Trinity Food Services Group	Skillet Kitchens, LLC	Kellwell Food Management	Summit Food
Average Technical Scores	546.67	500.00	773.33	706.67
Average Cost Scores	100.00	50.00	150.00	200.00
Total Scores	646.67	550.00	923.33	906.67
Number of bids emailed	13			
Number of bids emailed to Hall Co	0			
Total responses	4			
Number of Hall Co responses	0			
No Bids	0			







Kellwell Food Management's Proposed Solution

Inmate & Staff Food Service Program

Hall County Adult Detention Center
Cost Proposal

PREPARED BY:

Christopher L. Davis (941) 404 - 0294 cdavis@kellwell.com





Kellwell AGREES the scaled rate(s) WILL BE INCLUSIVE OF ALL For the county jail:

- Food Cost including orders, delivery and menu alterations, etc. for food products and food supplies
- Management fees such as licensing, insurance & bonding fees, long distance & office supplies, etc.
- · Labor Recruiting, Salaries, Uniforms, Benefits, Training & Retention Bonus', etc.
- Food service supplies including normal paper materials and chemical supplies

All such records will be retained by Kellwell for a period of three (3) years. Kellwell also agrees to allow your facility to audit our records without prior notice.

PRE - PACKAGED MEALS

Kellwell utilizes a common-fare menu to feed most religious and lifestyle inmates. If the county desires pre - packaged meals, Kellwell agrees to provide an entree at a rate of \$ 5.00 per meal and \$ 8.00 per meal for a full pre - packaged meal.

OFFICER DINING AND STAFF MEALS

Kellwell understands that the staff dinning program is a very important aspect of this proposal. Kellwell is proposing three (3) different models. The first provides the ability for officers to enjoy an inmate tray which will be charged at the inmate meal rate. Second is a flat \$7.00 per meal rate for an enhanced/ buffet style. Lastly, Hall County can order from a pre/ short order menu which will be charged at \$5.00 per meal. Hall County must choose one method and pricing structure.

KELLWELL CAFE COMMISSION PAYMENT

Kellwell offers competitive commission rates our Kellwell Cafe, also known as our E-Commerce Solution. If you decide to pursue this outstanding program, we pay your facility a monthly payment equaling 20% of all gross product sales. Prior to the contract execution, this rate may be negotiated and pricing adjusted accordingly.

KELLWELL ACADEMY

Kellwell agrees to make available to the facility the Kellwell Academy which provides 9 weeks of culinary training which enables attendees to obtain both a ServSafe certification while also awarding them with a Certificate of Achievement. Kellwell will recruit local culinary academy instructors, provide the books, testing materials and instructions for up to 10 inmates per class for the cost of \$5,150 per class.

ANNUAL PRICE INCREASE

Kellwell has the right to request an annualized price increase up to ninety (90) days prior to the renewal of the contract. However, if market dynamics change prior to the renewal, Kellwell has the right to request/ renegotiate price increases prior to the annual renewal. Price increase shall be based on CPI Food Away from Home Index or Market Basket Items.

OPERATIONAL PRICING SUMMARY

KELLWELL AND HALL COUNTY AGREE TO FOLLOWING PROGRAM HIGHLIGHTS:

- Menu which feeds your inmates a daily count of 2,800 calories
- A Capital Investment to assist Hall County continue their desired coffee and staff dining program
- A menu pattern of Hot Breakfast, Hot Lunch and Cold Dinner
- Menu does not utilize any Mechanically Separated Meats or Textured Vegetable Proteins (Soy)
- Cheese products utilized on sandwiches will be meltalbe and not imitation products
- Kellwell's menu and operation meet and exceed all standards established by the American Correctional Association (ACA) the Minimum Standards for Georgia (GA) Jail Standards and the Hall County/ Athens Public Health Administration
- Medical & Lifestyle menus that meet & exceed the Georgia and NCCHC standards and requirements
- · Common-fare menu that meets and exceeds the RLUPIA requirements and standards
- Prepackaged Kosher Meals will be available to your inmates at an approved additional cost
- Holiday and spirit lifter Meals
- Kellwell Cafe, which allows family & friends to order hot restaurant quality meals while paying a commission
- Active implementation of The Kellwell Academy to help fight recidivism and provide residents a path to gainful employment
- Additional Meals on Wheels meals to provide for your officers on duty Monday through Friday
- Competitive pay & benefits for contracted staff assigned to your kitchen
- Kellwell agrees to purchase all normal paper products
- Kellwell agrees to purchase all chemical/sanitation products excluding dish washer chemicals
- Kellwell agrees to seek and publish your menu annually by a registered dietitian
- Kellwell will provide a dietitian to be on call at all times
- · Uniforms for Kellwell kitchen staff

Hall County Jail will be responsible for the following:

- Provide accurate and timely meal counts
- Provide approximately 15 inmates to assist in the preparation, serving and cleaning of meals/ kitchen
- Provide qualified inmates to participate in The Kellwell Academy
- · Adequate facilities to include all maintenance and repairs of facilities and equipment in a timely manner
- · Responsible for the removal of trash and garbage from loading dock area
- Providing equipment for the storage, prep, and serving of all meals and the repairs of such equipment.
- Provide initial inventory of needed small and service wares for the cooking and serving of all meals.
- Utilities for the kitchen and storage facilities
- Inmate supervision of delivery of meals to the pods

HALL COUNTY (GA) CAPITAL INVESTMENT PLAN



THE CX TOUCH AUTO EJECT SPECIALTY DRINK MACHINE

Enjoy delicious coffees, latte's, cappuccinos and more with the CX Touch. Blend soluble milk and chocolate with individual PODS of coffee and tea to create coffee house quality drinks. Simply scroll through the high resolution touch screen, select your drink, insert a POD and your drink is prepared in under a minute. No need to leave the workplace for great tasting coffee.

THE DIFFERENCE IS THE TASTE:

Individual single portions of coffee and tea
PODS provide an aromatic and enjoyable taste
experience. Because PODS are brewed in a
paper filter, all of the aroma and essential taste
components are able to be extracted properly and
enjoyed. Brighten up your work place with the aroma of
freshly brewed coffee and enjoy the difference the CX In



freshly brewed coffee and enjoy the difference the CX Touch offers your employees and customers.

BREWING RESPONSIBLY:

CX Touch's innovative use of 2 lb. bulk hoppers for milk and chocolate drastically cut down on waste



without sacrificing drink quality. One 2 lb. bag of milk and 2 lb. bag of chocolate is the equivalent of approximately 75 milk and 50 individual chocolate capsules in other brewing systems. The end result is a great coffee experience while helping to protect the environment - one cup at a time.





800.325.7867 • 3650 New Town Blvd. • St. Charles, MO 63301

CX TOUCH

AUTO EJECT SPECIALTY DRINK MACHINE

Unmatched Individuality:

CX Touch includes 87 preset recipes. Choose from coffees, teas, cappuccinos, lattes, shots of milk and/or chocolate and more. The Three variable strengths and three cup sizes are also included for most recipes. Drink recipes are pre-programmed and ready to use. Just plug it in and you are on your way to personalize your CX Touch just the way you like, even with a custom sleep screen. Yes. we can do that too! Don't have the time to load your own custom screen, no worries, we have loaded Coffee Art by a local artist for your entertainment while the CX Touch prepares your drink.



Choose from pre-loaded coffee art and video or choose "logo mode" and make the screensaver your custom background.

New Features:

- High Resolution 1200x1920 touch screen
- · Custom Sleep Screen option
- New Drinks!
- Over ice drinks
- Stunning graphics
- Ease of operation
- · Energy saving options



19.64"





MODEL	PN	HEIGHT	WIDT

782275 17.84"

DEPTH VOLTS WATTS AMPS WEIGHT 17.95" 120V 1750W 15A 90 LBS Canada 120V 1450W 15A

> CX TOUCH POD REV. 1/26/15



CX Touch

800.325.7867 • 3650 New Town Blvd. • St. Charles, MO 63301

TB6Q, 29" Trunk

34.0" x 22.6" x 12.2"

- (86.4cm x 57.4cm x 31.0cm)
- Color coded decals help the operator properly align the brew basket, dispenser and choose the correct selection
- · Includes rotating brew basket, base platform adapter, dedicated dilution nozzles and brew selection switch
- Specifically designed to accommodate and brew into two BUNN 3.5gal Narrow Tea Dispensers (can also brew directly into standard tea dispensers)
- · SplashGard® funnel deflects hot liquids away from the hand



Agency:





Specifications

Product #: 36700.0301 Water Access: Plumbed

Finish: Stainless

Funnel: Translucent Tea Funnel

Additional Features

Quickbrew Funnel Tip

Quick Brew

Electrical & Capacity

Volts	Amps	Watts	Cord Attached	Plug Type	8oz cups/hr 236ml cups/hr	Input H ² O Temp.	Phase	# Wires plus Ground	Hertz
120	14.4	1730	Yes	NEMA 5-15P	336	60°F (15.5°C)	1	2	60

Plumbing Requirements

PSI	kPa	Fitting Supplied	Water Flow Required (GPM)
20-90	138-621	1/4" Male Flare Fitting	Water Transfer

CAD Drawings

2D	Revit	KLC
•		



BUNN® reserves the right to change specifications and product design without notice. Such revisions do not entitle the buyer to corresponding changes, improvements, additions or replacements for previously purchased equipment. For most current specifications and other info visit bunn.com.

Created on:

Invoicing Procedures

ACCOUNTING PROGRAM & SERVICES

Kellwell's centralized accounting services includes budgeting, accounts payable and general accounting. This department processes all financial data submitted through weekly control reports by the food service director and their management team. The financial situation of the food service program is able to be consistently observed and reported based on your facilities needs. Per your comments during the pre - bid conference, our invoices will provide you with all the details you require per your city council's requests and requirements.

INVENTORY CONTROL AND PROCESS

A physical inventory is conducted weekly to determine exact product usage and spillage. The inventory system details product description, brand, pack size, and unit of food and supplies. The quantity on-hand and value of food and supplies are calculated and reported back to Kellwell's corporate headquarters and the data is used to determine how to best service your facilities inmate and staff needs. This process also allows us to ensure product security and quality assurance which leads to be a more efficient kitchen.

METHOD OF RECORDING & REPORTING

Each meal period, unit managers (Food Service Directors) will record how many meals are order and served to inmates and staff. This will include

all normal operational meals, all call backs and reorders. At the end of the week, unit managers submit a weekly meal(s) report which includes how many meals were served per period by type (e.g. How many sack meals, common fare, etc.).

After report is received in the office, the office manager then averages out the number of total meals served per period by the number of total periods (e.g. If there were 9,800 meals served in the week, that number is divided by 21 periods for an average number of meals served per period). The office manager will then review the pricing scale and bill your facility based on the price at the respective inmate county. This ensures that your invoices remain simple and easy to read. It also protects your billing from large swings in your per period inmate counts. If you would like to review our standard invoice(s), please do not he sitate to let our team know.

PAYMENT TERMS

Net + 30. There are no discounts for cash or early payments.

Kellwell Food Management, LLC PO Box Z Beattyville, KY 41311-2026 www.kellwell.com

Invoice 202102



BILL TO

Your Facility Here

Contact Kellwell Food Management, LLC to pay.

DATE: 04/14/2023 PLEASE PAY \$6,390.25

DUE DATE 05/14/2023

DATE		DESCRIPTION	QTY	RATE	AMOUNT
04/14/2023	Trays Served	Average Population Week Ending 4/14/23: 225	4,734		
04/14/2023	Snacks	Snacks	26		
04/14/2023	Call Backs	Call Backs	20		
04/14/2023	Trays Served	Juvenile	123		
04/14/2023	Juvenile Snacks	Juvenile Snacks	228		
04/14/2023	Staff Meals	Staff Meals	7		

TOTAL DUE

THANK YOU.

For any questions regarding your invoice, please contact our office at 606-464-9596 or email jeaster@keilwell.com

UNIT -		Your Facility		DAIL	Y SAL	ES RE	CORD)		
DAY	DATE	BREAKFAST	LUNCH	DINNER	Charles and Allen Co.	BACKS	JUVENILE	JUVENILE SNACKS	STAFF MEALS	DAILY
Saturday	4/8/2023	227	227	227	4		17	34		1 737
Sunday	4/9/2023	226	226	226	4		17	34		3 736
Monday	4/10/2023	224	224	222	4	2	25	34	Elimine -	0 735
Tuesday	4/11/2023	229	229	222	4	4	16	30		1 735
Wednesday	4/12/2023	221	221	225	4	-	16			1 724
Thursday	4/13/2023	224	224	223	3		16	32		1 731
Friday	4/14/2023	229	229	229	3		16			0 740
TOTALS	10.00	1580	1580	1574	26	20	123	228		7 5138

Food Service Manager:	Victoria Ropez
Date	Friday, April 14, 2023

EXHIBIT C MANDATORY COST PROPOSAL WORKSHEET RFQ/P#: 45-006

Fee and Rate Schedule: In connection with the Contractor's preparation of the Cost Proposal it is understood and agreed hereby that the following Fee and Rate Schedule was the basis for the Cost Proposal to provide the Scope of Work as set forth in the Request for Proposal. Furthermore, it is also understood and agreed that this Fee and Rate Schedule will be the basis for any services required for the work by the Owner. It is also acceptable to provide a lump sum price on each Task Order provided that Lump Sum Price is acceptable by Hall County. Small contracting firms that may not possess all of the equipment are still encouraged to bid by writing "not available" in the categories, they are unable to provide. Hall County intends to hire at least one larger firm as well as at least one smaller firm to address the smaller jobs.

1. Basic Project Service Rates:

Number of Inmates / Staff	Price per Meal	
	24.700	
1 – 800	Bid Amount \$ <u>1.708</u>	/ea
Kellwell reserves the right to re	enegotiate should the inmate coun	t drop below 500
801 – 1,000	Bid Amount \$ 1.497	/ea
1,001 and over	Bid Amount \$_1.426	/ea
Staff	Bid Amount \$_7.00	/ea
KELLWELL WOULD REQUIRE WE F PER DAY (70 DURING DAY AND 30		
Questions:		
All	ar mathead of authoritial of very area	and the second of

 All questions concerning the proper method of submittal of your proposal are to be directed to Mike Hawkins, Buyer, mhawkins@hallcounty.org or (678) 696-2497.

Note: Any exceptions to or variations from the above specifications must be stated in the following section titled "Exceptions to Specifications" to be considered.

Please see the proposed Alternate Scaled Pricing Model on Page 11 of the Cost Proposal

Pricing Matrix Hall County Adult Detention Center

Innate breakfast, Lunch and dinner meal: The below scale denotes the price per meal per each average number of inmates per week:

То	From	Price Per Meal
<	499	To Be Negotiated
500	524	\$1.7167
525	549	\$1.6895
550	574	\$1.6649
575	599	\$1.6424
600	624	\$1.6218
625	649	\$1.6028
650	+	\$1.5868

Inmate Medical Snacks: \$.70 per snack provided

Staff Meals will be billed at the follow rates specific to the desired program model:

- 1. Inmate rate (for an inmate tray)
- 2. \$ 7.00 Per Meal for an enhanced menu (Buffet Style)
- 3. \$ 5.00 Per Meal for a short order/ pre ordered menu
- 4. Kellwell would require we produce and bill for a minimum of 100 staff meals per day (70 during day and 30 during the night) if the buffet style is selected

Holiday Lifter meals will be bill at the inmate scaled rate

If at anytime during the term of contract the inmate count falls below the scale listed above, Kellwell requires Hall County to renegotiate pricing befitting of the current inmate population.





11 | Kellwell Food Management Hall County Proposal: Inmate & Staff Food Programs

637 Fairground Ridge Road, Beattyville, KY 41311 | (606) 464-9596



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 299/2024

Approve the ratification of Change Order #1 for nursing services for the Hall **SUBJECT:**

County Jail to Correctional Nursing Services, LLC of Oakwood, GA, in the

amount of \$234,000.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: CCD

Recommendation:

Approve

Purpose of Request:

Approve the ratification of Change Order #1 for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, in the amount of \$234,000.00.

Facts and Issues:

This contract was approved for renewal in March of 2023 for FY 2024 via Agenda Item# 124/2023. Due to the cost of medical care with the volume of inmates housed at the Jail, a change-order was needed to cover medical costs for the remainder of FY 2024.

This change-order will bring the value of this PO to \$1,410,000 for FY 2024.

History:

The Jail has been utilizing Correctional Nursing Services since 2013 and is very happy with the service provided and the working relationship that they have with the local healthcare providers to ensure the lowest possible cost for medical care.

No

Options:

\$ 234,000.00 **Funding Requested**

Are funds within current budget? Yes

Source of Funds General Fund

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Approvals:

Buyer	Submit	Approve	Purchasing			
AP	SC	SC	AP			
Budget	Finance	Attorney	Administration			
EW	TS	WLI	CR			
Clerk						
JR						

Attachments:

Financial Supplement Original PO Change Order 3-23-2023 Agreement



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 299/2024

Funds Requested: \$ 234,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

General Fund No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	3326-SHERIFFâ€JAIL	521208-MEDICAL SERVICES	\$234,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS **Phone:** x7219



Hall County Board of Commissioners

Financial Services PO Drawer 1435 Gainesville, GA 30503

Bill To

Please send all invoices to accountspayable@hallcounty.org

Ship To SHERIFF - JAIL 1700 BARBER ROAD GAINESVILLE, GA 30507
 Fiscal Year
 2024
 Page 1 of 1

 PURCHASE ORDER DETAILS

 Purchase Order Number
 20240180

 Purchase Order Date
 07/19/2023

 Department
 SHERIFF-JAIL

 Required By
 07/17/2023

PURCHASE ORDER

Vendor 10845 CORRECTIONAL NURSING SERVICES PO BOX 995 OAKWOOD, GA 30566

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
678-316-5536		10845	9240425	Ava Hailey	Julie Dorough	
NOTES						

CORRECTIONAL NURSING SERVICES CONTRACT FY24

ITEM#	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CORRECTIONAL NURSING SERVICES CONTRACT FY24		1.0000	EACH	\$1,176,000.0000	\$1,176,000.00
	GL #: 100-3326-521208-0000-	\$1,176,000.00				
	Commodity Code: -					

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis Approval Date: 07/19/2023



Purchase Order Total \$1,176,000.00

HALL COUNTY, GEORGIA TERMS AND CONDITIONS

- 1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 3.10.190.
- 2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
- 3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
- 4. Hall County, Georgia, herein referred to as 'County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
- 5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
- 6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
- 10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
- 11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
- 12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
- 13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
- 14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
- 15. The County does not accept automatic renewals with the exception of monthly subscription services.
- 16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
- 17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
- 18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
- 19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
- 20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

- 21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
- 32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
- 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line itom.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- 42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County



Hall County Board of Commissioners

Financial Services PO Drawer 1435 Gainesville, GA 30503

Bill To

Please send all invoices to accountspayable@hallcounty.org

Ship To

SHERIFF - JAIL 1700 BARBER ROAD GAINESVILLE, GA 30507 PURCHASE ORDER
Page 1 of 1

07/17/2023

PURCHASE ORDER DETAILS

Purchase Order Number 20240180-001

Purchase Order Date 07/19/2023

Department SHERIFF-JAIL

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.

Vendor 10845 CORRECTIONAL NURSING SERVICES PO BOX 995 OAKWOOD, GA 30566

CHANGE ORDER

2024

Fiscal Year

Required By

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	BUYER NAME	DELIVERY REFERENCE
678-316-5536		10845	9240425	Ava Hailey	Julie Dorough	
NOTES						

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	GL #: 100-3326-521208-0000-	\$1,410,000.00				
	Commodity Code: -					

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Approver Name: munis Approval Date: 07/19/2023

Authorized Signature

Purchase Order Total \$1,410,000.00

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- 6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
- 7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
- 8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
- 9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
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- 22. Risk of loss of the goods shall pass to the County upon inspection and acceptance only.
- 23. Receipt of goods or services does not constitute acceptance.
- 24. Title to the goods shall remain with the Supplier until acceptance by the County.
- 25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
- 26. The County shall have the right to inspect all goods or services at the time and place of delivery.
- 27. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
- 29. This issuance of this PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 et seq. of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
- 30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
- 31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon request.
- 32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
- 33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
- 34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
- 35. The Supplier certifies that the Supplier and any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
- 36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
- 37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line itom.
- 38. The County does not pay late fees nor interest charges.
- 39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
- 40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
- 41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
- 42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

NURSING SERVICES AGREEMENT

This Agreement made this 1st day of July, 2023 by and between Hall County, Georgia, a political subdivision of the State of Georgia ("County") and Correctional Nursing Services, LLC, a Georgia limited liability company ("Independent Contractor").

WHEREAS, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of qualified personnel to provide healthcare services to the inmates housed in the Detention Center from time to time; and

WHEREAS, Independent Contractor employs qualified, licensed nursing personnel, and provides healthcare services; and

WHEREAS, Independent Contractor agrees to supply said personnel to perform, from time to time, the services contracted for hereunder on behalf of the County; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

- 1. Nursing Services. Independent Contractor agrees to provide qualified, licensed personnel to perform nursing services and healthcare services for a base census count of approximately 1,100 inmates at the Detention Center. Independent Contractor shall manage labor, taxes, licenses, and insurance for all personnel supplied to the County to perform said Nursing Services.
- 2. Compensation. Independent Contractor shall be compensated for providing the Nursing Services described in Paragraph 1 above pursuant to the Cost Schedule attached as Exhibit "A" hereto and incorporated herein by reference. The County is not responsible for any overtime pay in compensation for nursing services.
- 3. Term. This Agreement shall be in effect beginning on July 1, 2023, and shall terminate on June 30, 2024.
- 4. Termination without Cause. Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.
- 5. Leave. Independent Contractor shall give the County at least nine (9) days' notice prior to the intended absence of any personnel regularly scheduled to perform services hereunder whenever possible.
- 6. Independent Contractor. Independent Contractor shall be and is an independent contractor, and it and its employee's are not employees of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor

also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that it has any authority, to bind the County in any contractual manner.

- 7. Taxes. Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor or for the employees of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.
- **8. No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.
- 9. Workers Compensation. The County shall not obtain workers' compensation insurance on behalf of Independent Contractor or the employees of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning its business and its employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.
- 10. Indemnity. Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of its performance of its services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.
- 11. Waiver of Breach. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.
- **12. Notices.** Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Correctional Nursing Services, LLC c/o Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.
- 13. No Drafting Presumptions. The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.
- 14. Choice of Law. This Agreement shall be construed under the laws of the State of Georgia.
- 15. Entire Agreement. This agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

EXHIBIT "A"

COST SCHEDULE DESCRIPTION with 2% Increase:

Price Schedule for Nursing Services	Contract Price
1. RN Supervisor Days	\$67.16/Hour
2. LPN Weekdays	\$41.18/Hour
3. LPN Weeknights	\$42.40/Hour
4. LPN Weekends	\$43.33/Hour
5. LPN Weekend Nights	\$44.55/Hour
6. Clerks	\$27.62/Hour
7. RN Holidays (9 paid)	\$100.75/Hour
8. LPN Holidays (9 paid)	\$61.71/Hour
9. Clerk Holiday (9 paid)	\$41.44/Hour
10.RN Supervisor Nights	\$67.16/Hour
11. Nurse Practitioner	\$55.00/Hour

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:

COUNTY:

CORRECTIONAL NURSING SERVICES, LLC

HALL COUNTY, GEORGIA

By: My tool Gillers

Chairman

Attest:

Secretary

APPROVED AS TO FORM William J. Linkous, III Deputy County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 300/2024

Approve the annual contract renewal for nursing services for the Hall County **SUBJECT:**

Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated

cost is \$1,500,000.00.

Meetings:

Work Session Date: 06/10/24 **Voting Meeting Date:** 06/13/24

Executive Summary:

Presenter: CCD

Recommendation:

Approve.

Purpose of Request:

Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA. The estimated cost is \$1,500,000.00.

Facts and Issues:

There are no pricing increases for hourly rates requested for FY 2025.

History:

The Hall County Jail has been utilizing Correctional Nursing Services, LLC since 2013. The Jail is very happy with the services provided and the working relationsip that they have with local healthcare providers to ensure the lowest possible cost for procedures.

Options:

Funding Requested \$ 1,500,000.00

Are funds within current budget? Yes Source of Funds General Does the action involve a Resolution, Ordinance, Contract, Yes

Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

	Buyer	Submit	Approve	Purchasing
--	-------	--------	---------	------------

Buyer	Buyer Submit		Purchasing		
JD	SC	SC	AY		
Budget	Finance	Attorney	Administration		
EW	TS	WLI	CR		
Clerk					
JR					

Attachments:

Financial Supplement Contract - Correctional Nursing



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 300/2024

Funds Requested: \$ 1,500,000.00 **Request Budgeted:** Yes

Proposed Source of Funding: Budget Transfer Requested:

General No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	100-GENERAL FUND	3326-SHERIFFâ€JAIL	521208-MEDICAL SERVICES	\$1,500,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: MJS **Phone:** 770-531-4959



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INTERIM DIRECTOR Taylor Samples, CPA

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Service Agreement: Nursing Services Agreement

Department(s) Requesting Contract: Jail

Award Recipient Name: Correctional Nursing Services, LLC

Prior Year's Spend: \$1,410,000

Date:

05/16/2024

☐ Product Contract Estimated Amount: \$

Comments: Correctional Nursing Services has been providing medical services to the inmates at the Hall County Jail since FY14. They are a vendor in good standing with the County.

NURSING SERVICES AGREEMENT

This Agreement made this 1st day of July, 2024 by and between Hall County, Georgia, a political subdivision of the State of Georgia ("County") and Correctional Nursing Services, LLC, a Georgia limited liability company ("Independent Contractor").

WHEREAS, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of qualified personnel to provide healthcare services to the inmates housed in the Detention Center from time to time; and

WHEREAS, Independent Contractor employs qualified, licensed nursing personnel, and provides healthcare services; and

WHEREAS, Independent Contractor agrees to supply said personnel to perform, from time to time, the services contracted for hereunder on behalf of the County; and

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

- 1. Nursing Services. Independent Contractor agrees to provide qualified, licensed personnel to perform nursing services and healthcare services for a base census count of approximately 1,100 inmates at the Detention Center. Independent Contractor shall manage labor, taxes, licenses, and insurance for all personnel supplied to the County to perform said Nursing Services.
- 2. Compensation. Independent Contractor shall be compensated for providing the Nursing Services described in Paragraph 1 above pursuant to the Cost Schedule attached as Exhibit "A" hereto and incorporated herein by reference. The County is not responsible for any overtime pay in compensation for nursing services.
- **3. Term.** This Agreement shall be in effect beginning on July 1, 2024, and shall terminate on June 30, 2025.
- 4. Termination without Cause. Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.
- 5. Leave. Independent Contractor shall give the County at least nine (9) days' notice prior to the intended absence of any personnel regularly scheduled to perform services hereunder whenever possible.
- 6. Independent Contractor. Independent Contractor shall be and is an independent contractor, and it and its employee's are not employees of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor

also understands, acknowledges and agrees that, as an independent contractor, independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall independent Contractor represent to any person that it has any authority, to bind the County in any contractual manner.

- 7. Taxes. Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor or for the employees of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.
- **8. No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.
- 9. Workers Compensation. The County shall not obtain workers' compensation insurance on behalf of independent Contractor or the employees of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning its business and its employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.
- 10. Indemnity. Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of its performance of its services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.
- 11. Waiver of Breach. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.
- 12. Notices. Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Correctional Nursing Services, LLC c/o Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.
- 13. No Drafting Presumptions. The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.
- 14. Choice of Law. This Agreement shall be construed under the laws of the State of Georgia.
- 15. Entire Agreement. This agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

EXHIBIT "A"

Contract Price

. 7.

COST SCHEDULE DESCRIPTION Price Schedule for Nursing Services

3...

1. RN Supervisor Days \$72.53/Hour \$44.47/Hour 2. LPN Weekdays 3. LPN Weeknights \$45.79/Hour 4. LPN Weekends \$46.80/Hour 5. LPN Weekend Nights \$48.11/Hour 6. Clerks \$29.83/Hour 7. RN Holidays (9 paid) \$108.81/Hour 8. LPN Holldays (9 paid) \$66.65/Hour 9. Clerk Holiday (9 paid) \$44.76/Hour 10. Assistant Supervisor \$72.53/Hour \$64.80/Hour 11. Nurse Practitioner

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:	COUNTY:
CORRECTIONAL NURSING SERVICES, LLC	HALL COUNTY, GEORGIA
By: dinwood Zeller ms Title: owner	Ву:
Title: owner U	Chairman
	Attest:
	Secretary
	APPROVED AS TO FORM
	Went NV
	Nathaniel R. Anderson, Senior Assistant County Attorney



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 315/2024

SUBJECT: Approve the 2023 personal property refund in the amount of \$1,145.61 for

overpayment of Hall County taxes regarding account #337224 to Rachel

No

Machamer.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: SW

Recommendation:

Approve.

Purpose of Request: History:

Approve the 2023 personal property refund in the amount of \$1,145.61 for overpayment of Hall County taxes regarding account #337224 to Rachel Machamer.

Facts and Issues: Options:

Funding Requested \$ 1,145.61

Are funds within current budget?

Source of Funds General Fund

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.?

Has it been reviewed by the County Attorney? γ_{es}

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget		Finance	
JS	RW	EW		TS	
Attorney	Adminis	stration	Clerk		
WLI	C	R		JR	

Attachments:

Financial Supplement Refund Request - Machamer



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 315/2024

Funds Requested: \$ 1,145.61 **Request Budgeted:** No

Proposed Source of Funding: Budget Transfer Requested:

General Fund No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND		311100-REAL PROPERTYâ€CURRENT	\$1,145.61

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SW **Phone:** 6733

Account 337224

Rachel Machamer

103 Hunting Valley Trail

Cumming GA 30040

Boat is located in Forsyth County at Port Royale Marina. Owner was under the impression that the marina was in Hall County when in fact it is located in Forsyth County and registered it with the DNR under Hall County. Owner was billed in both Hall County and Forsyth County and paid both bills.

Being that the physical location is in Forsyth and not Hall owner has requested a refund for the payment made to Hall.

Tax year 2023, refund requested in the amount of \$1,145.61.

Archived: Tuesday, May 21, 2024 12:15:23 PM

From: Robert Mason (Tax Assessors)
Sent: Tue, 21 May 2024 16:13:47
To: Rebecca Rainey (Tax Assessors)

Subject: FW: HELP NEEDED - Tax Payed In Fulton County

Importance: Normal Sensitivity: None





From: Rachel Machamer < rmariemachamer@gmail.com>

Sent: Wednesday, February 14, 2024 5:37 PM

To: Robert Mason (Tax Assessors) <rmason@hallcounty.org>

Subject: HELP NEEDED -Tax Payed In Fulton County

You don't often get email from rmariemachamer@gmail.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

I called the other day about my boat being taxed in Hall County and Forsyth County. I spoke with someone in Forsyth and they said since the boat was located at Port Royale Marina the correct tax was in Forsyth. Needless to say I payed that bill as well and just need a refund for my Hall County taxes. Attached you will find the Forsyth County Payment receipts.

Thank you

Rachel Machamer Mobile Me, LLC (404)-909-5763

Forsyth County, GA Tax Receipt (Confirmation #29279660)

From: Government Window (no-reply@governmentwindow.com)

To: rmmachamer@aol.com

Date: Friday, February 9, 2024 at 10:03 AM EST

Dear Rachel Machamer,

Thank you for your tax payment.

Please find your payment receipt attached.

Payment will be applied to your account expeditiously during normal business hours.

If you have a previously delinquent tax bill on the identical property, the policy of our office is to apply payments to the oldest bill and online payments may not reflect that information for 24 hours.

Please keep this receipt for your records. No private information is stored. However, transaction receipts and the IP addresses of the issuing computers are maintained for record keeping and confirmation. All your payments are non-refundable.

Please remember this transaction when you see a GovernmentWindow charge on your statement. All charges are non-refundable. If you dispute the charge, there is an additional \$70 fee imposed by the credit card company in addition to potential criminal consequences for the improper use of a financial instrument. Any questions, please feel free to email support@governmentwindow.com with your transaction information and confirmation number. Thank you for allowing us to be of service.

For questions about this payment call GovernmentWindow at 1 (877) 575-7233 or email support@governmentwindow.com For questions about your tax bill call Forsyth County, GA at 770-781-2110.



tax_bill-payment-29279660-29279661-payor.pdf 13.3kB

about:blank 1/1



Property Tax Payment Receipt Forsyth County, GA

1092 Tribble Gap Rd. Cumming, Georgia 30040

Office: 770-781-2110

404-909-5763

29279660

rmmachamer@aol.com

02/09/2024 10:03:47 AM

Customer Name: MACHAMER RACHEL MARIE Payor Name: Rachel Machamer Billing Address: 103 Hunting Valley Trail City/State/Zip: Cumming, GA 30040

Thank you for your payment. You will see two transactions on your card related to your payment:

- 1) Tax billed by Forsyth County, GA
- 2) Service Fee billed by GovernmentWindow

Tax Amount:	\$1,450.95
Service Fee Amount:	\$36.27
Total Paid:	\$1,487.22

Year/Bill #: 2023-107424

Parcel/Map Type: M335471-Personal

Payment Type/Last 4 of CC: American Express-1003

Payment Method: WEB

Payment Date:

Payment Clerk:

Phone #:

Email:

Confirmation #: - CUSTOMER COPY - -

ORIGINAL VALUE TAX YEAR 2023

ACCOUNT 337224 - Rachel Machamer-2021 Skiers Choice

BUILDING VALUE	LAND	ACRES		FAIR MARKET			EXEMPTIONS
	VALUE			VALUE			
				114,097			
	ADJUSTED	NET	CUVA	EXEMPTIONS	TAXABLE	MILLAGE	NET TAX
ENTITY	FMV	ASSESSMENT	EXEMPT		VALUE	RATE	
Gross county M&O	114,097	45,639			45,639	0.006009	274.24
School	114,097	45,639			45,639	0.01564	713.79
School Bond	114,097	45,639			45,639	0.001	45.64
GROSS FIRE	114,097	45,639			45,639	0.003887	177.40
EMS	114,097	45,639			45,639	0.000571	26.06
Development	114,097	45,639			45,639	0.001005	45.87
Parks & Leisure	114,097	45,639			45,639	0.000364	16.61
Ins Prem Credit	114,097	45,639			45,639	-0.001237	-56.46
Sales Tax Credit	114,097	45,639			45,639	-0.002569	-117.25
Interest							19.70
	<u>-</u>					0.024670	1,145.61

	2023	TOTAL
NET PAID	1,145.61	1,145.61
CORRECTED NET DUE	0.00	0.00
REFUND REQUESTED	1,145.61	1,145.61

FMV	114,097
Corrected FMV	0
Diff in val	114.097



AGENDA ITEM

Consent Agenda

REPORT TO: Work Session (06/10/24)

Voting Meeting (06/13/24) **REPORT TO:**

ITEM NO: 231/2024

Approve Change Order #2 for additional professional service hours for SUBJECT:

Reappraisal & Equalization Assistance of Certain Real Property for the Tax Assessor's Office to Georgia Mass Appraisal Solutions and Services, Inc.

(GMASS) of Norwood, GA, in the amount of \$149,658.00.

Meetings:

Work Session Date: Voting Meeting Date: 06/10/24 06/13/24

Executive Summary:

Presenter:

Recommendation:

Approve.

Purpose of Request:

Approve Change Order #2 for additional professional service hours for Reappraisal & Equalization Assistance of Certain Real Property for the Tax Assessor's Office to Georgia Mass Appraisal Solutions and Services, Inc. (GMASS) of Norwood, GA, in the amount of \$149,658.00.

Facts and Issues:

The main reason for the change order is to cover the high volume of appeals received.

Change Order # 1 was previously issued to add an additional \$95,000 to the original \$250,000 Purchase Order.

History:

SW

This bid will utilize data collection and verification/confirmation of information, provide assistance and expertise in mass appraisal tasks, provide assistance in the residential appeal process, and offer technical support. As the County grows, this information is vital to perform the many functions involved in estimating the value of properties.

No

Yes

Options:

Funding Requested \$ 149,658.00

Are funds within current budget? Nο

Source of Funds General Fund

Does the action involve a Resolution, Ordinance, Contract,

Agreement, etc.? Has it been reviewed by the County Attorney?

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing	
EW	JS	RW	AP	
Budget	Finance	Attorney	Administration	
EW	TS	WLI	CR	
Clerk				
JR				

Attachments:

Financial Supplement Reconciliation Summary FY 2024 GMASS Invoices February Invoice March Invoice



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 231/2024

Funds Requested: \$ 149,658.00 **Request Budgeted:** No

Proposed Source of Funding: Budget Transfer Requested:

General Fund Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	1550-TAX ASSESSOR	521000- PROFESSIONAL SERVICES	\$149,658.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	1500-GENERAL SERVICES		\$-149,658.00
2024	100-GENERAL FUND	1550-TAX ASSESSOR	521000- PROFESSIONAL SERVICES	\$149,658.00

Additional Information/Comments:

Funds will be moved from General Fund Contingency to fund this change order. The PO to be adjusted, if approved, is 20240505.

Contact for Questions: SW **Phone:** 770-531-6733

VENDOR	RE	QUESTED	Вι	JDGETED	PAID	IN	VOICED	OVE	R/UNDER	COMMENTS
GMASS	\$	441,427	\$	441,427	\$ 360,092	\$	480,606	\$	(39,179)	Appeal volume.
CAMA CLOUD	\$	16,154	\$	16,154	\$ 25,892	\$	25,892	\$	(9,738)	Under requested/budgeted.
QPUBLIC	\$	18,804	\$	18,804	\$ 29,244	\$	29,244	\$	(10,440)	Under requested/budgeted.
CORPORATE TEMPS	\$	-	\$	-	\$ 27,735	\$	27,735	\$	(27,735)	Not reimbursed from salaries.

\$ (87,092)

PROFESSIONAL SERVICES ENCUMBERED \$ 34,908

PROFESSIONAL SERVICES BALANCE \$ 2,944

OUTSTANDING GMASS INVOICES \$ 129,139 FEBRUARY & MARCH INVOICES

GMASS - APRIL, MAY, JUNE \$ 100,000 EST TO FINISH OUT REMAINING FY2024

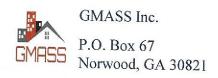
NET NEEDED ? \$ 191,287

GMASS FY 2024 Invoices Hall County - Tax Assessor

Invoice Number	Posted	Status	Vendor	Document	Description	Journal Year	Journal Period	Purchase Order	Department	Gross Amount	Invoice Date	Due Date	Received Date
<u>2356</u>	False	ON HOLD	GMASS	65674	REVIEW/NEW CONSTRUCTION/APPEAL ASSISTANCE/PER DIEM	2024	11	0	TAX ASSESSOR	57,852.00	05/06/2024	06/05/2024	05/09/2024
<u>2295</u>	False	ON HOLD	GMASS	60473	REVIEW/NEW CONSTRUCTION/APPEAL ASSISTANCE/PER DIEM	2024	10	0	TAX ASSESSOR	81,382.00	03/11/2024	04/20/2024	03/20/2024
<u>2314</u>	False	ON HOLD	GMASS	63468	REVIEW/NEW CONSTRUCTION/APPEAL ASSISTANCE/PER DIEM	2024	10	0	TAX ASSESSOR	39,132.00	04/08/2024	05/08/2024	04/17/2024
<u>2315</u>	False	PENDING APPROVAL	GMASS	63470	BOE-COMM/IND REVAL 2023 PROJECT MAR24	2024	10	20240505	TAX ASSESSOR	1,875.00	04/08/2024	05/08/2024	04/17/2024
2004	True	PAID	GMASS	40087	LIMITED REVIEW/ON-SITE REVIEW	2024	4	20240505	TAX ASSESSOR	11,370.00	08/04/2023	08/19/2023	11/01/2023
<u>2037</u>	True	PAID	GMASS	34344	ON-SITE REVIEW/NEW CONSTRUCTION	2024	4	20240505	TAX ASSESSOR	10,674.00	09/13/2023	09/28/2023	09/26/2023
2038	True	PAID	GMASS	34345	COMMERCIAL/INDUSTRIAL REVALUATION 2023 DIGEST	2024	7	20240729	TAX ASSESSOR	50,000.00	09/13/2023	09/28/2023	09/26/2023
<u>2096</u>	True	PAID	GMASS	40088	REVIEW/NEW CONSTRUCTION/APPEAL ASSISTANCE/PER DIEM	2024	5	20240505	TAX ASSESSOR	57,818.00	10/12/2023	10/27/2023	11/01/2023
2097	True	PAID	GMASS	40089	FIELD REVIEWS/BOE-COMM IND REVAL 2023 PROJECT	2024	5	20240505	TAX ASSESSOR	5,750.00	10/12/2023	10/27/2023	11/01/2023
<u>2115</u>	True	PAID	GMASS	44162	REVIEW/APPEAL ASSIST/PER DIEM/SUPPORT AGREEMENT	2024	6	20240505	TAX ASSESSOR	27,211.00	11/15/2023	11/30/2023	11/28/2023
<u>2122</u>	True	PAID	GMASS	44157	BOE-COMM/IND REVAL 2023 PROJECT (OCTOBER)	2024	7	20240505	TAX ASSESSOR	10,500.00	11/15/2023	11/30/2023	11/28/2023
<u>2151</u>	True	PAID	GMASS	50400	APPEAL ASSISTANCE/ON-SITE REVIEW	2024	7	20240505	TAX ASSESSOR	49,347.00	12/08/2023	02/09/2024	01/10/2024
<u>2152</u>	True	PAID	GMASS	51030	BOE-COMM/IND REVAL 2023 PROJECT (NOVEMBER)	2024	7	20240505	TAX ASSESSOR	15,000.00	12/08/2023	02/17/2024	01/18/2024
<u>2194</u>	True	PAID	GMASS	51656	REVIEW/NEW CONSTRUCTION/APPEAL ASSISTANCE/PER DIEM	2024	8	20240505	TAX ASSESSOR	46,353.00	01/15/2024	02/22/2024	01/23/2024
<u>2196</u>	True	PAID	GMASS	51657	BOE-COMM/IND REVAL 2023 PROJECT (DECEMBER)	2024	7	20240505	TAX ASSESSOR	14,250.00	01/15/2024	02/22/2024	01/23/2024
2235	True	PAID	GMASS	55405	NEW CONSTRUCTION/ON-SITE REVIEW/APPEAL ASSISTANCE	2024	8	20240505	TAX ASSESSOR	41,194.00	02/12/2024	03/14/2024	02/14/2024
<u>2236</u>	True	PAID	GMASS	55407	BOE-COMM/IND REVAL 2023 PROJECT JAN24	2024	8	20240505	TAX ASSESSOR	12,000.00	02/12/2024	03/13/2024	02/14/2024
<u>2296</u>	True	PAID	GMASS	60475	BOE-COMM/IND REVAL 2023 PROJECT FEB24	2024	9	20240505	TAX ASSESSOR	6,750.00	03/11/2024	04/20/2024	03/20/2024

Average Monthly Cost:

29,914.33



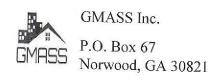
Invoice

Date	Invoice #
3/11/2024	2295

Bill To	
Hall County Board of Commissioner's ATTN: Accounts Payable P.O. Drawer 1435 Gainesville, GA 30503	

P.O. No.	Terms	Project
20240505	Net 15	

Quantity	Description	Rate	_	
(Desk Review	Kate	Amount	
	Limited Review	6.00	0,00	
302	On-Site Review (Walk-around)	18.00	11,880.00	
	New Construction (Jan)	30.00	9,060.00	
440	Appeal Assistance - Residential	42.00	42.00	
9	Per Diem (2-6, 2-20, 2-22, 2-26 SC KT 2-1, 2-2, 2-16 ROE KT 2, 1, 2, 2 ROE KT 2)	125.00	55,000.00	
	On Site Review - Commercial	600.00	5,400.00	
0	The second of th	30.00	0.00	
0		60.00	0.00	
0	BOE Hearing representation - Commercial	180.00 36.00	0.00	
0	Support Agreement - hourly (see Spreadsheet breakdown)	90.00	0.00	
		90.00	0.00	
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		Total	¢01 202 00	
		Iotai	\$81,382.00	



Invoice

Date	Invoice #
4/8/2024	2314

Bill To

Hall County Board of Commissioner's
ATTN: Accounts Payable
P.O. Drawer 1435
Gainesville, GA 30503

P.O. No.	Terms	Project
20240505	Net 15	The second secon

Quantity	Description		
0	Desk Review	Rate	Amount
198 858 34 0 14	Limited Review On-Site Review (Walk-around) New Construction (March)	1 6	6.00 0.00 18.00 3,564.00 30.00 25,740.00 42.00 1,428.00 0.00 00.00 8,400.00 30.00 0.00
0	Appeal Assistance - Commercial BOE Hearing representation - Commercial Support Agreement - hourly (see Spreadsheet breakdown)	1.	60.00 0.00 80.00 0.00 36.00 0.00
1		Total	\$39,132.00



AGENDA ITEM

Other Business - Financial Services

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 318/2024

SUBJECT: Present the proposed Fiscal Year 2025 Budget and Public Hearing.

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: TS

Recommendation:

N/A

Purpose of Request: History:

Present the proposed FY 2025 Budget and Public Hearing.

Facts and Issues: Options:

One (1) public hearing is required prior to the budget adoption.

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds N/A
Does the action involve a Resolution, Ordinance, Contract,
Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item? 2024-06-28

Approvals:

Submit	Budget	Finance	Attorney
TS	EW	TS	WLI
Admini	stration	Cle	erk
C	R	J.	R

Attachments:

Budget In Brief FY 2025 Budget & Millage Rate Presentation



HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 318/2024

Funds Requested: \$ 0.00 Request Budgeted: No Proposed Source of Funding: Budget Transfer Requested:

N/A No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TS Phone: 770-531-3900

2025 BUDGET HALL COUNT IN BRIEF HALL COUNT





On June 27, 2024, the Hall County Board of Commissioners is expected to adopt a balanced budget for the fiscal year that begins July 1, 2024 and ends June 30, 2025. This balanced budget supports Hall County's long-term, strategic goals and continues to reflect conservative financial management while recognizing our residents' demands for effective and efficient services.

BUDGET HIGHLIGHTS







GENERAL FUND

\$132.2 million -0.35% decrease

Funding for: Law Enforcement **Public Safety Judicial System** Library **Government Operations**

TOTAL PROPOSED BUDGET

\$403.2 million -0.61% decrease

Includes: **General Fund Enterprise Fund Grants Fund** Special Revenue Funds **Capital Funds**

AMERICAN RESCUE PLAN FUNDING

\$11.4 million

ARP is a Federal program that assists community development, public health, and supports communities from the negative impacts of the coronavirus pandemic.

Capital Expenditures: \$110.2 million

Highlights for the FY 2025 Budget include:

- 30 miles of road resurfacing
- Health Department construction/renovations
- Landfill Phase II, Cell 3 construction
- White Sulphur Road realignment
- Cagle Road paving
- Highway 365 intersection improvements at White Sulphur & Cagle Roads
- Friendship Road & 129 South sewer expansions
- Various park improvements
- Highlands to Islands Trail expansion



Capital Improvement Plan (CIP): \$746 million

Addresses the strategic replacement of aging capital infrastructure over a 6-year period, primarily focusing on systematic infrastructure improvements

SPLOST VIII: Fifth year of sales tax collections

Approved by Hall County voters in Nov. 2019, sales tax proceeds are used to complete a myriad of vital Hall County projects in road infrastructure, parks, trails and special construction projects.

FY 2025 Proposed Budget All Funds

OPERATING FUNDS	FY 2024 Adopted	FY 2025 Proposed	% Change
General Fund	\$132,687,107	\$132,217,268	-0.35%
Fire Services Fund	42,000,000	45,478,707	8.28%
Emergency Services Fund	14,213,210	15,016,736	5.65%
Development Services Fund	11,652,857	11,769,115	1.00%
Parks & Leisure Services Fund	5,051,899	6,331,622	25.33%
E-911 Fund	5,647,522	5,591,100	-1.00%
Parks & Marina Fund	1,784,093	1,977,166	10.82%
Grants Fund	13,690,689	8,080,659	-40.98%
American Rescue Plan Fund	13,417,609	11,449,608	-14.67%
Street Lighting Fund	1,205,000	1,255,000	4.15%
Restricted Funds	4,170,762	4,420,904	6.00%
Confiscated Assets Fund	138,000	81,000	-41.30%
Hotel Motel Tax Fund	259,000	295,000	13.90%
Date Fund	232,700	249,630	7.28%
Law Library Fund	148,584	192,936	29.85%
Local Government Share of Opioid Fund	-	300,000	100.00%
Group Insurance Fund	29,270,090	32,504,353	11.05%
Risk Management Fund	3,818,764	4,058,882	6.29%
Fleet Maintenance Fund	1,860,533	1,949,504	4.78%
Landfill Fund	18,619,364	17,850,102	-4.13%
Stormwater Fund	235,000	238,000	1.28%
Water & Sewer Fund	10,591,795	12,971,201	22.46%
TOTAL OPERATING FUNDS	\$310,694,598	\$314,278,493	1.15%
CAPITAL FUNDS	FY 2024 Adopted	FY 2025 Proposed	% Change
SPLOST VI Fund	\$338,352	\$ -	-100.00%
SPLOST VII Fund	7,940,283	4,206,171	-47.03%
SPLOST VIII Fund	64,469,898	61,351,065	-4.84%
Impact Fees Fund	2,566,000	1,959,000	-23.66%
State Roads Fund	2,046,711	7,215,486	252.54%
Capital Projects Fund	17,630,689	14,201,396	-19.45%
TOTAL CAPITAL FUNDS	\$94,991,933	\$88,933,118	-6.38%
TOTAL COUNTYWIDE BUDGET	\$405,686,531	\$403,211,611	-0.61%

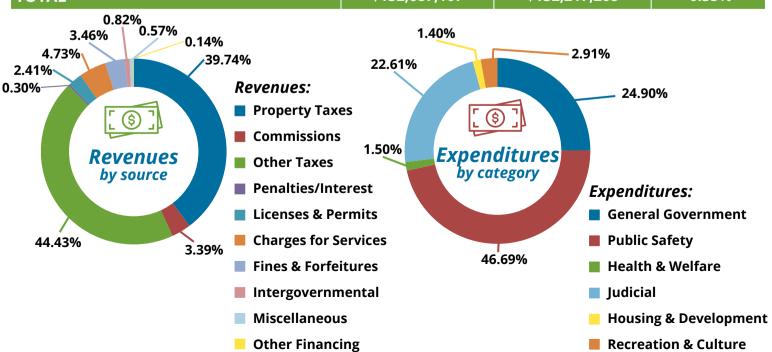
FY 2025 Proposed General Fund Budget

Revenues by source:

REVENUE SOURCE:	FY 2024 Adopted	FY 2025 Proposed	% Change
Property Taxes	\$51,753,155	\$52,538,904	1.87%
Commissions	3,791,264	4,485,430	18.31%
Other Taxes	57,024,004	58,741,240	3.01%
Penalties/Interest	425,000	400,000	-5.88%
Licenses/Permits	2,701,941	3,187,536	17.97%
Charges for Services	6,136,484	6,258,101	1.98%
Fines/Forfeitures	4,755,085	4,580,388	-3.67%
Intergovernmental	1,361,439	1,086,431	20.20%
Miscellaneous	684,711	759,238	10.88%
Other Financing	4,234,024	180,000	-95.75%
TOTAL REVENUES	\$132,687,107	\$132,217,268	-0.35%

Expenditures by category:

FUNCTION:	FY 2024 Adopted	FY 2025 Proposed	% Change
General Government	\$35,249,606	\$32,920,145	-6.61%
Public Safety	60,366,910	61,729,089	2.31%
Public Health & Welfare	2,298,167	1,983,643	-13.69%
Judicial	29,094,556	29,888,314	2.73%
Housing & Development	2,112,534	1,850,047	-12.43%
Recreation & Culture	3,595,334	3,846,030	6.97%
TOTAL	\$132,687,107	\$132,217,268	-0.35%



Hall County 2024 Proposed Millage Rates:

Property Location	General Fund	Emergency Services	Development Services	Parks & Leisure Services	Fire Services Unincorporated	Fire Services Incorporated
Braselton	3.234	0.571	-	0.437	-	3.880
Buford	3.234	0.571	-	0.437	-	3.880
Clermont	3.234	0.571	-	0.437	-	3.880
Flowery Branch	3.234	0.571	-	0.437	-	3.880
Gainesville	3.234	0.571	-	-	-	-
Gillsville	3.234	0.571	-	0.437	-	3.880
Lula	3.234	0.571	-	0.437	-	3.880
Oakwood	3.234	0.571	-	0.437	-	3.880
Unincorporated	3.234	0.571	1.180	0.437	2.400	-

Your Tax Dollar Breakdown:



Hall County School System (68.02%)*Est. based on last year's rates

Hall County General Fund (13.22%)

Hall County Fire Services Fund (9.81%)

Hall County Emergency Services (2.33%)

Hall County Development Services (4.82%)

Hall County Parks & Leisure Services (1.79%)



We have it all in Hall

FY 2025 Budget and Millage Rate

Taylor F. Samples, CPA, MBA Interim Director of Financial Services June 13, 2024 – 6:00 PM



Highlights

- Strategic decrease of the budget from FY 2024 primarily due to timing of cash flow for capital projects
- Total Positions: 1,853 (full time equivalents)
 - New Positions for FY 2025: 9.50 (full time equivalents)
- Compensation and Benefits
 - Cost-of-Living Adjustment (COLA) with a longevity component
- Capital Investment
 - FY 2025 Capital Budget: \$ 110.2 million
 - 5-Year Capital Improvement Plan: \$ 746.4 million

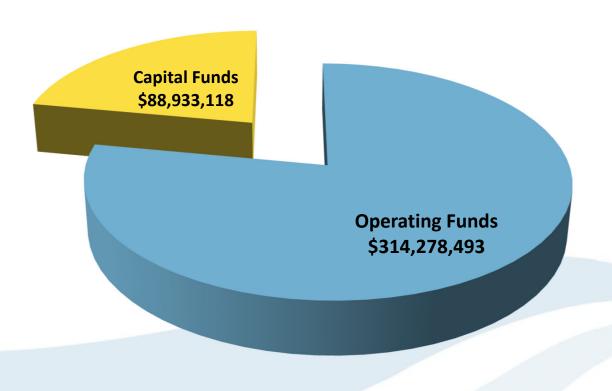


Capital Improvement Plan

- Ambulance Replacement
- Vehicle Replacement
- Heavy Equipment Replacement
- Continued Construction of Health Department Additions
- Continued Construction of the Friendship Road Sewer Infrastructure
- Begin Construction of the Athens Highway 129 Sewer Infrastructure
- Upgrades at River Forks Park
- Community Center Upgrades
- Road Resurfacing of 30 miles
- White Sulphur Road Realignment
- Cagle Road Repaving



Operating and Capital Funds FY 2025





Operating Funds

	FY 2024 ADOPTED	FY 2025 PROPOSED	
FUND	BUDGET	BUDGET	% CHANGE
General Fund	\$ 132,687,107	\$ 132,217,268	-0.35%
Fire Services Fund	42,000,000	45,478,707	8.28%
Emergency Services Fund	14,213,210	15,016,736	5.65%
Development Services Fund	11,652,857	11,769,115	1.00%
Parks & Leisure Services Fund	5,051,899	6,331,622	25.33%
E-911 Fund	5,647,522	5,591,100	-1.00%
Parks Marina Fund	1,784,093	1,977,166	10.82%
Grants Fund	13,690,689	8,080,659	-40.98%
American Rescue Plan Fund	13,417,609	11,449,608	-14.67%
Street Lighting Fund	1,205,000	1,255,000	4.15%
Restricted Funds	4,170,762	4,420,904	6.00%
Hotel Motel Tax Fund	259,000	295,000	13.90%
Date Fund	232,700	249,630	7.28%
Confiscated Assets Fund	138,000	81,000	-41.30%
Local Gov't Share of Opioid Fund	-	300,000	100.00%
Law Library Fund	148,584	192,936	29.85%
Group Insurance Fund	29,270,090	32,504,353	11.05%
Risk Management Fund	3,818,764	4,058,882	6.29%
Fleet Maintenance Fund	1,860,553	1,949,504	4.78%
Landfill Fund	18,619,364	17,850,102	-4.13%
Stormwater Fund	235,000	238,000	1.28%
Water & Sewer Fund	10,591,795	12,971,201	22.46%
TOTAL:	\$ 310,694,598	\$ 314,278,493	1.15%

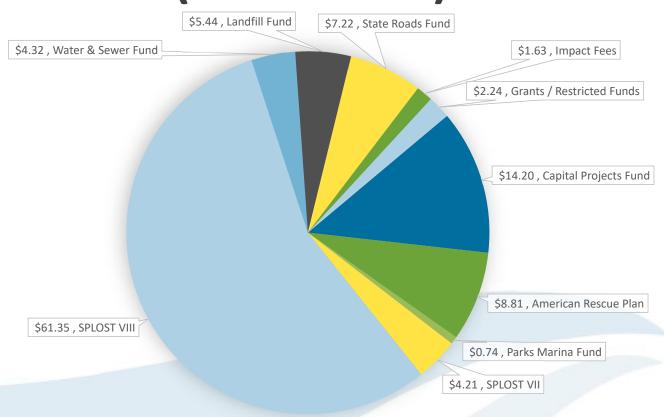


Capital Funds

	FY	2024 ADOPTED	FY 2025 PROP	OSED	
FUND		BUDGET	BUDGET		% CHANGE
SPLOST VI Fund	\$	338,352	\$	-	-100.00%
SPLOST VII Fund		7,940,283	4,20	06,171	-47.03%
SPLOST VIII Fund		64,469,898	61,35	51,065	-4.84%
Impact Fees Fund		2,566,000	1,95	59,000	-23.66%
State Roads Fund		2,046,711	7,21	L5,486	252.54%
Capital Projects Fund		17,630,689	14,20	01,396	-19.45%
TOTAL	: \$	94,991,933	\$ 88,93	33,118	-6.38%
Total County Wide	\$	405,686,531	\$ 403,21	1,611	-0.61%

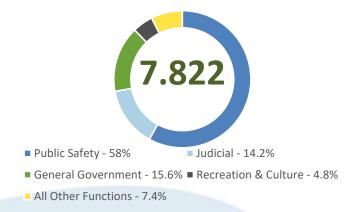


FY 2025 Capital Budget Expenditures (in millions)



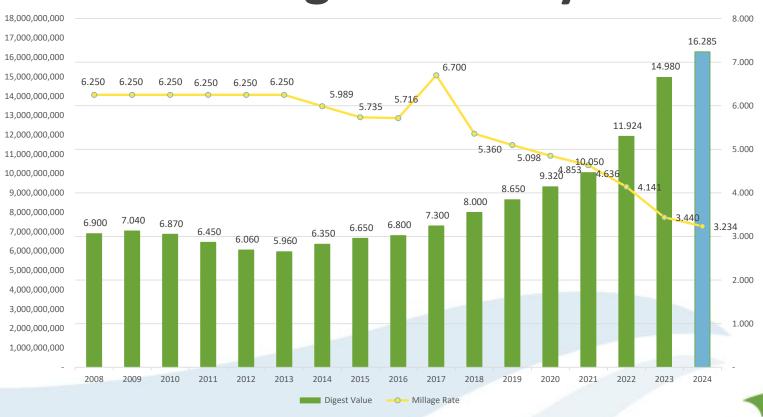
2024 Proposed Millage Rates

DISTRICT	Millage Rate
General M&O	3.234
Fire Services Fund	
- Unincorporated	2.400
- Incorporated	3.880
Emergency Services Fund	0.571
Development Services Fund	1.180
Parks & Leisure Services Fund	0.437





General Fund Millage Rate and Tax Digest History



General Fund Revenue

	FY	2024 ADOPTED	FY	2025 PROPOSED	
REVENUE SOURCE		BUDGET		BUDGET	% CHANGE
Property Taxes	\$	51,573,155	\$	52,538,904	1.87%
Commissions		3,791,264		4,485,430	18.31%
Other Taxes		57,024,004		58,741,240	3.01%
Penalties / Interest		425,000		400,000	-5.88%
Licenses & Permits		2,701,941		3,187,536	17.97%
Charges for Services		6,136,484		6,258,101	1.98%
Fines & Forfeitures		4,755,085		4,580,388	-3.67%
Intergovernmental		1,361,439		1,086,431	-20.20%
Miscellaneous		684,711		759,238	10.88%
Other Financing		4,234,024		180,000	-95.75%
TOTAL	\$	132,687,107	\$	132,217,268	-0.35%



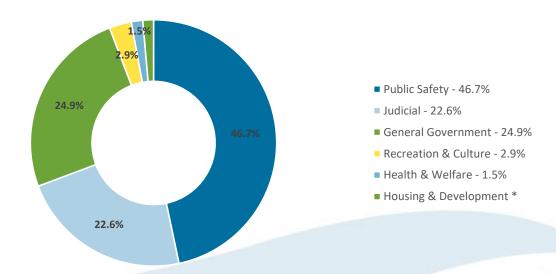
EXPENDITURE	FY 2024	ADOPTED	FY 20)25 PROPOSED	
FUNCTION	BU	IDGET		BUDGET	% CHANGE
General Government	\$	35,249,606	\$	32,920,145	-6.61%
Public Safety		60,336,910		61,729,089	2.31%
Health & Welfare		2,298,167		1,983,643	-13.69%
Judicial		29,094,556		29,888,314	2.73%
Housing & Development		2,112,534		1,850,047	-12.43%
Recreation & Culture		3,595,334		3,846,030	6.97%
TOTAL:	\$	132,687,107	\$	132,217,268	-0.35%



EXPENDITURE	FY 20	24 ADOPTED	FY 2025 I	PROPOSED	
CATEGORY	E	BUDGET	BUI	DGET	% CHANGE
Salaries & Benefits	\$	92,692,958	\$	93,070,389	0.41%
Supplies & Materials		8,101,417		7,646,487	-5.62%
Purchased Services		20,696,317		21,409,535	3.45%
Other Costs		6,357,799		6,354,268	-0.06%
Interfund Charges		16,000		16,000	0.00%
Other Financing Uses		3,965,000		2,832,897	-28.55%
Debt Service		857,616		887,692	3.51%
TOTAL:	\$	132,687,107	\$	132,217,268	-0.35%



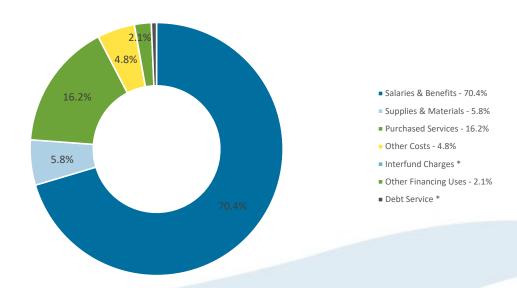
Expenditures by Function

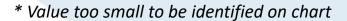




^{*} Value too small to be identified on chart

Expenditures by Category







Fire Services Fund Expenditures

EXPENDITURE CATEGORY	FY 2024 ADOPTED BUDGET	FY 2025 PROPOSED BUDGET	% CHANGE
Salaries & Benefits	\$ 27,741,115		0.04%
Supplies & Materials	2,639,276	1,886,710	-28.51%
Purchased Services	2,295,298	2,368,596	3.19%
Interfund Charges	1,405,974	1,405,974	0.00%
Other Costs	-	660,000	100.00%
Other Financing Uses	7,050,789	10,537,484	49.45%
Debt Service	867,548	867,493	-0.01%
TOTAL:	\$ 42,000,000	\$ 45,478,707	8.28%



Emergency Services Fund Expenditures

EXPENDITURE	FY 2024 ADOPTED	FY 2025 PROPOSED	
CATEGORY	BUDGET	BUDGET	% CHANGE
Salaries & Benefits	\$ 9,513,346	\$ 9,662,992	1.57%
Supplies & Materials	1,385,476	1,416,320	2.23%
Purchased Services	2,466,649	1,804,797	-26.83%
Interfund Charges	547,739	547,739	0.00%
Other Financing Uses	300,000	1,584,888	428.30%
TOTAL:	\$ 14,213,210	\$ 15,016,736	5.65%



Development Services Fund Expenditures

	FY 2024	FY 2025	
EXPENDITURE	ADOPTED	PROPOSED	
CATEGORY	BUDGET	BUDGET	% CHANGE
Salaries & Benefits	\$ 6,968,921	\$ 7,113,163	2.07%
Supplies & Materials	851,741	839,121	-1.48%
Purchased Services	3,456,142	3,415,778	-1.17%
Interfund Charges	301,053	326,053	8.30%
Other Financing Uses	75,000	75,000	0.00%
TOTAL:	\$ 11,652,857	\$ 11,769,115	1.00%



Parks & Leisure Services Fund Expenditures

	FY 2024	FY 2025	
EXPENDITURE	ADOPTED	PROPOSED	
CATEGORY	BUDGET	BUDGET	% CHANGE
Salaries & Benefits	\$ 3,251,780	\$ 3,500,051	7.63%
Supplies & Materials	778,903	916,551	17.67%
Purchased Services	690,980	775,267	12.20%
Interfund Charges	330,236	349,236	5.75%
Other Financing Uses	-	790,517	100.00%
TOTAL:	\$ 5,051,899	\$ 6,331,622	25.33%



E-911 Fund Expenditures

	FY 2024	FY 2025	
EXPENDITURE	ADOPTED	PROPOSED	
CATEGORY	BUDGET	BUDGET	% CHANGE
Salaries & Benefits	\$ 4,185,933	\$ 4,036,894	-3.56%
Supplies & Materials	143,527	128,006	-10.81%
Purchased Services	1,094,588	1,202,726	9.88%
Interfund Charges	223,474	223,474	0.00%
TOTAL:	\$ 5,647,522	\$ 5,591,100	-1.00%



Park Marina Fund Expenditures

	FY 2024	FY 2025	
EXPENDITURE	ADOPTED	PROPOSED	
CATEGORY	BUDGET	BUDGET	% CHANGE
Salaries & Benefits	\$ 918,781	\$ 827,439	-9.94%
Supplies & Materials	181,361	186,682	2.93%
Purchased Services	141,582	178,926	26.38%
Interfund Charges	42,369	42,369	0.00%
Capital Outlay	500,000	741,750	48.35%
TOTAL:	\$ 1,784,093	\$ 1,977,166	10.82%



Conclusion

The Fiscal Year 2025 Budget and 2024 millage rates will be adopted on

Thursday June 27th at 6:00 PM

Presented by:

Taylor F. Samples, CPA, MBA
Interim Director of Financial Services



Budget Public Hearing





AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO:	Work Session	(06/10/24)
------------	--------------	------------

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 322/2024

402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 100 fact from the interpretation with Misses Character 7 and 8. H. Tay Barrel

186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | **Proposed Use: Automobile repair and maintenance** |

Commission District 4 | Randy Matheny, applicant

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: BG

Recommendation:

Approval, with conditions:

- 1. No new development is approved in this applicant's request; however, in the future all new development shall be compliant with development standards as applicable at the time of plan approval.
- 2. All maintenance and repair of vehicles shall be conducted indoors.
- 3. No unregistered or junk vehicles shall be permitted to be stored onsite.
- 4. Any business sign shall be in conformance with the current Hall County sign standards.
- 5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
- 6. Prior to the issuance of a business license, an existing septic system evaluation is required.
- 7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.
- 8. Prior to the issuance of any building permits, a recorded plat shall be required.
- 9. All conditions of zoning shall be made part of any plat created for this property.
- 10. Hours of operation shall be Monday through Friday from 8:00am-6:00pm and Saturday from 8:00am-3:00pm.
- 11. No more than twelve (12) vehicles awaiting repair shall be stored onsite and vehicles shall be stored in designated (striped) parking spaces. Vehicles awaiting repair shall not be stored for longer than thirty (30) days.
- 12. Parking in the right-of-way is prohibited.
- 13. Prior to the issuance of a business license, a site visit shall be conducted by Hall County Planning staff to verify the number and location of vehicles awaiting repair.
- 14. Pursuant to 2.60.060. effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 15. All vehicles shall be parked inside the fencing referencing site plan dated February 24, 1987 and submitted on March 13, 2024.

Purpose of Request:

History:

402 McConnell Drive | Reestablishment of a nonconforming use on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use:

Automobile repair and maintenance | Commission District 4 | Randy Matheny, applicant

Facts and Issues:

Options:

Funding Requested \$ 0.00 Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

No

Agreement, etc.? Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration			
AD	BG	WLI	CR			
Clerk						
JR						

Attachments:

Board Memo Recommendation Report

Application
Narrative
Site Plan
Photos of Property
Maps
2017 BOC Approval Letter
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

To: Richard Higgins, Chairman

Kathy Cooper, District 1 Commissioner Billy Powell, District 2 Commissioner Gregg Poole, District 3 Commissioner Jeff Stowe, District 4 Commissioner

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

From: Beth Garmon, Assistant Director of Planning &

Development

t: 770.531.6809 | f: 770.531.3902

Date: May 28, 2024

PLANNING AND DEVELOPMENT DIRECTOR Randi Doveton Subject: 402 McConnell Drive | Reestablishment of a

nonconforming use | on a 0.22± acre tract | Proposed Use: Automobile repair and maintenance | Randy

Matheny, applicant

ASSISTANT DIRECTOR

Beth Garmon

The request before you is the request of Randy Matheny for a reestablishment of a nonconforming use to allow automobile repair and maintenance. This item is located within Commission District 4.

At their May 6, 2024 meeting, the Hall County Planning Commission voted to recommend approval with fifteen (15) conditions (5-0).

Staff recommendation: Approval, with conditions

There were no comments submitted in advance of the Planning Commission meeting and no one spoke during the public hearing.

Planning Commission Conditions:

- 1. No new development is approved in this applicant's request; however, in the future all new development shall be compliant with development standards as applicable at the time of plan approval.
- 2. All maintenance and repair of vehicles shall be conducted indoors.
- 3. No unregistered or junk vehicles shall be permitted to be stored onsite.
- 4. Any business sign shall be in conformance with the current Hall County sign standards.
- 5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
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- 7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.

- 8. Prior to the issuance of any building permits, a recorded plat shall be required.
- 9. All conditions of zoning shall be made part of any plat created for this property.
- 10. Hours of operation shall be Monday through Friday from 8:00am-6:00pm and Saturday from 8:00am 3:00pm.
- 11. No more than twelve (12) vehicles awaiting repair shall be stored onsite and vehicles shall be stored in designated (striped) parking spaces. Vehicles awaiting repair shall not be stored for longer than thirty (30) days.
- 12. Parking in the right-of-way is prohibited.
- 13. Prior to the issuance of a business license, a site visit shall be conducted by Hall County Planning staff to verify the number and location of vehicles awaiting repair.
- 14. Pursuant to <u>2.60.060</u>. effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 15. All vehicles shall be parked inside the fencing referencing site plan dated February 24, 1987 and submitted on March 13, 2024.

HALL COUNTY PLANNING COMMISSION RECOMMENDATION REPORT

Planning Commission Conditions:

- 1. No new development is approved in this applicant's request; however, in the future all new development shall be compliant with development standards as applicable at the time of plan approval.
- 2. All maintenance and repair of vehicles shall be conducted indoors.
- 3. No unregistered or junk vehicles shall be permitted to be stored onsite.
- 4. Any business sign shall be in conformance with the current Hall County sign standards.
- 5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
- 6. Prior to the issuance of a business license, an existing septic system evaluation is required.
- 7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.

- 8. Prior to the issuance of any building permits, a recorded plat shall be required.
- 9. All conditions of zoning shall be made part of any plat created for this property.
- 10. Hours of operation shall be Monday through Friday from 8:00am-6:00pm and Saturday from 8:00am 3:00pm.
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- 12. Parking in the right-of-way is prohibited.
- 13. Prior to the issuance of a business license, a site visit shall be conducted by Hall County Planning staff to verify the number and location of vehicles awaiting repair.
- 14. Pursuant to <u>2.60.060</u>. effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 15. All vehicles shall be parked inside the fencing referencing site plan dated February 24, 1987 and submitted on March 13, 2024.

Excerpts from the minutes of the May 6, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Randy Matheny, 128 Forrester Road, Maysville, presented the request. The applicant stated that the reason for this request is because there was a lapse in the business license.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Varner questioned if the applicant was in agreement with the recommended conditions. The applicant stated that there were four different conditions added to the original 2018 approval. Mr. Hunt stated that he would like to have a condition added to avoid having vehicles parked in the right-of-way.

<u>Motion:</u> A motion to approve, with conditions was made by Mr. Varner and seconded by Mr. Hunt. Vote: 5-0

Conditions:

- 1. No new development is approved in this applicant's request; however, in the future all new development shall be compliant with development standards as applicable at the time of plan approval.
- 2. All maintenance and repair of vehicles shall be conducted indoors.
- 3. No unregistered or junk vehicles shall be permitted to be stored onsite.
- 4. Any business sign shall be in conformance with the current Hall County sign standards.
- 5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
- 6. Prior to the issuance of a business license, an existing septic system evaluation is required.
- 7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.
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- 13. Prior to the issuance of a business license, a site visit shall be conducted by Hall County Planning staff to verify the number and location of vehicles awaiting repair.
- 14. Pursuant to <u>2.60.060</u>. effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 15. All vehicles shall be parked inside the fencing referencing site plan dated February 24, 1987 and submitted on March 13, 2024.

Staff Recommended Conditions:

- 1. No new development is approved in this applicant's request; however, in the future all new development shall be compliant with development standards as applicable at the time of plan approval.
- 2. All maintenance and repair of vehicles shall be conducted indoors.
- 3. No unregistered or inoperable vehicles shall be permitted to be stored onsite.
- 4. Any business sign shall be in conformance with the current Hall County sign standards.
- 5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
- 6. Prior to the issuance of a business license, an existing septic system evaluation is required.
- 7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.
- 8. Prior to the issuance of any building permits, a recorded plat shall be required.
- 9. All conditions of zoning shall be made part of any plat created for this property.
- 10. Hours of operation shall be Monday through Friday from 8:00am-6:00pm and Saturday from 8:00am 3:00pm.
- 11. No more than twelve (12) inoperable vehicles awaiting repair shall be stored onsite and vehicles shall be stored in designated (striped) parking spaces. Vehicles awaiting repair shall not be stored for longer than thirty (30) days.
- 12. Parking in the right-of-way is prohibited.
- 13. Prior to the issuance of a business license, a site visit shall be conducted by Hall County Planning staff to verify the number and location of vehicles awaiting repair.
- 14. Pursuant to <u>2.60.060</u>. effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

Summary Analysis

The applicant is seeking to reestablish a nonconforming use of an automotive repair and maintenance business on a 0.22± acre tract zoned Residential II (R-II). The applicant operates an automotive repair and

detailing business at the subject property to prepare cars for resale at a different location. The use is not compliant with R-II zoning regulations.

On August 9, 2018, the Board of Commissioners voted to approve the reestablishment of a nonconforming use for an automotive repair and detailing business on the subject property with the following conditions:

- 1. No new development is proposed in this applicant's request; however, in the future all new development shall be compliant with development standards as necessary at the time of plan approval.
- 2. All maintenance and repair of vehicles shall be indoors.
- 3. No unregistered or inoperable vehicles shall be permitted to be stored on site.
- 4. Any business sign shall be in conformance with the current Hall County Sign Standards.
- 5. Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how wastewater is to be disposed of because sewer service is not available.
- 6. Prior to the issuance of a business license, an existing septic system evaluation is required.
- 7. Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.
- 8. Prior to the issuance of any building permits, a recorded plat shall be required.
- 9. All conditions of zoning shall be made part of any plant created for this property.
- 10. Hours of operation shall be Monday-Friday from 8:00am-6:00pm and Saturday from 8:00am 3:00pm.

On February 21, 2024, an application was submitted to renew the business license for automotive repair and maintenance. Planning Staff found that the license had been expired for more than one year; due to this expiration of conditional use, the request must go back before the Board of Commissioners for consideration.

The property is currently developed with a metal commercial building constructed in 1985 and has been operating as a commercial location since this time, according to the applicant. Per the submitted narrative, the applicant is agreeable to operate under the same conditions approved by the county commissioners on August 9, 2018. There are no plans of further improvements to the site for the business.

Zoning Analysis

When considering a zoning amendment to the zoning maps or a use subject to approval of the county commission, the following items must be considered by the Planning Commission and the County Commission pursuant to <u>17.380.060</u>:

- Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; The proposed use is not consistent with nearby properties. The surrounding properties are residential uses.
- 2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; The application will not adversely affect the existing use or usability of adjacent properties as this business has operated at this location since 2018 and no increase of the use is being requested.

- 3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. Yes, the property has reasonable economic use as currently zoned, Residential II (R-II, 17.80). However, it has not been developed for residential use.
- 4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; The proposed use should not cause an excessive or burdensome use of the existing streets, utilities, or public services.
- 5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; The use is not consistent with the <u>Comprehensive Plan's</u> future land use classification of Lake Area Residential; however, this location is also within the Revitalization Corridor along Atlanta Highway, which supports a variety of non-residential uses.
- 6. The extent to which property values are diminished by the existing zoning restrictions; Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.
- 7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
- 8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; Staff has not identified a hardship imposed on the property owner as the property is currently zoned.
- 9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; The property is currently developed with a metal building which is used as an automotive repair and detailing business.
- **10.** Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
- 11. Whether the change would create an isolated district unrelated to the surrounding districts; This question is not applicable as there are no proposed changes to the zoning classification.
- **12.** Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
- **13.** Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole.**
- 14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; There are several sites within the county that could be developed without the approval of a non-conforming use for automotive repair and maintenance; however, action by the Board of Commissioners is required to reestablish the non-conforming use on this subject property.
- **15.** Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **This question is not applicable as there are no proposed changes to the zoning classification.**

- 16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; ; Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.
- 17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; There is no indication that a mistake was made in the original zoning.

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 - A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section <u>17.380.060.C</u> of this section [chapter]. The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in <u>17.380.060.C</u>.
 - 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. Proposal meets this requirement.
- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. This is not applicable as the property will utilize an onsite septic or municipal sewer system.
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. This is not applicable as the property is less than 100 lots.

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated April 2, 2024, Emily McGahee stated "No comment."

Hall County Fire Marshal

In an email dated April 3, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments regarding the existing site or building."

Hall County Public Works and Utilities

In a memo dated April 4, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

No comment

Traffic:

No comment

Utilities

No comment

Georgia Department of Transportation

In an email dated April 4, 2024, from Veronica Chavers, confirmed this project will not require GDOT coordination.

2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I f: 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)		
Randy matheny	Miguel A. Marti	1=2	
128 Forrester Rd	2251 Lake Ranch	ct.	
May 50: 11e Ca 30558	Gainesville Gn:		
Phone 720-519-9061	Phone <u>478-789-64</u>	150 (404-488-1631)	
Email Address Hmatheny Wyahoo.com	Email Address mmarting	= 29679@gmail	
Proposed Use			
Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action	
Celia Moreno Hernandez.	□ Owner	Permissive Use:	
1252 Industrial Blud	 Option to Purchase 	□ HCPC □ HCC	
Guinesville GA 30501	- Area Resident	Fee:\$	
Phone 678-789-6650	_ Other	Receipt #:	
Email Address Admin @ Texano autosales.	Zoning:	Check #:	
Tax Parcel Number	Acreage		
Location Address 402 MCCONNell DR Ga	inesville Gra 30	501	
Sign Range Control of the Sign Range Control	i information are true and corre		
Applicant must complete all information above. Failure application. The Planning Department has 15 days to application. If the application is found insufficient, an agreement submitted. Please note that the Planning Commis	o review all applications and wil genda date will not be set until t	I set the dates for each the required information is	
Application Withdrawal: I hereby withdraw the application,			
Sign			
Staff Use Only			
	aken by:		
Total vo Flatining Commonstration	entative County Commission Date:		
County Commission District			

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) _ Address	Miguel A- Martinez 2251 Lake Ranch Ct- Gainesville Gn 30506
Phone Number	678-789-6650
Name of applicant(s)	Randy L. matheny
Address	128 Forcester Rd
	maysville Ca goss8
Phone Number	770 - 519-9061
	shown in the records of Hall County, Georgia.
I authorize the personal Signature of Owner(s)	n named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.
1//	n named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.
Signature of Owner(s) Personally appeared to	n named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
 - (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:	
l have** _ l h	nave not
within the two years immediately preceding this date, made to any local government official involved in the review or co	e any contribution(s) aggregating \$250.00 or more nsideration of this application.
**If you have made such contributions, you must provide th this application.	e data required below within ten (10) days of filing
Name of Official(s):	Office:
Dollar Amount:	Date of Contribution:
Applicant's/Owner's Signature:	Date:
Applicant's/Owner's Name (Printed): Miquel A	. Martiner

2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503 t: 770-531-6809 I f: 770-531-3902



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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
 - (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

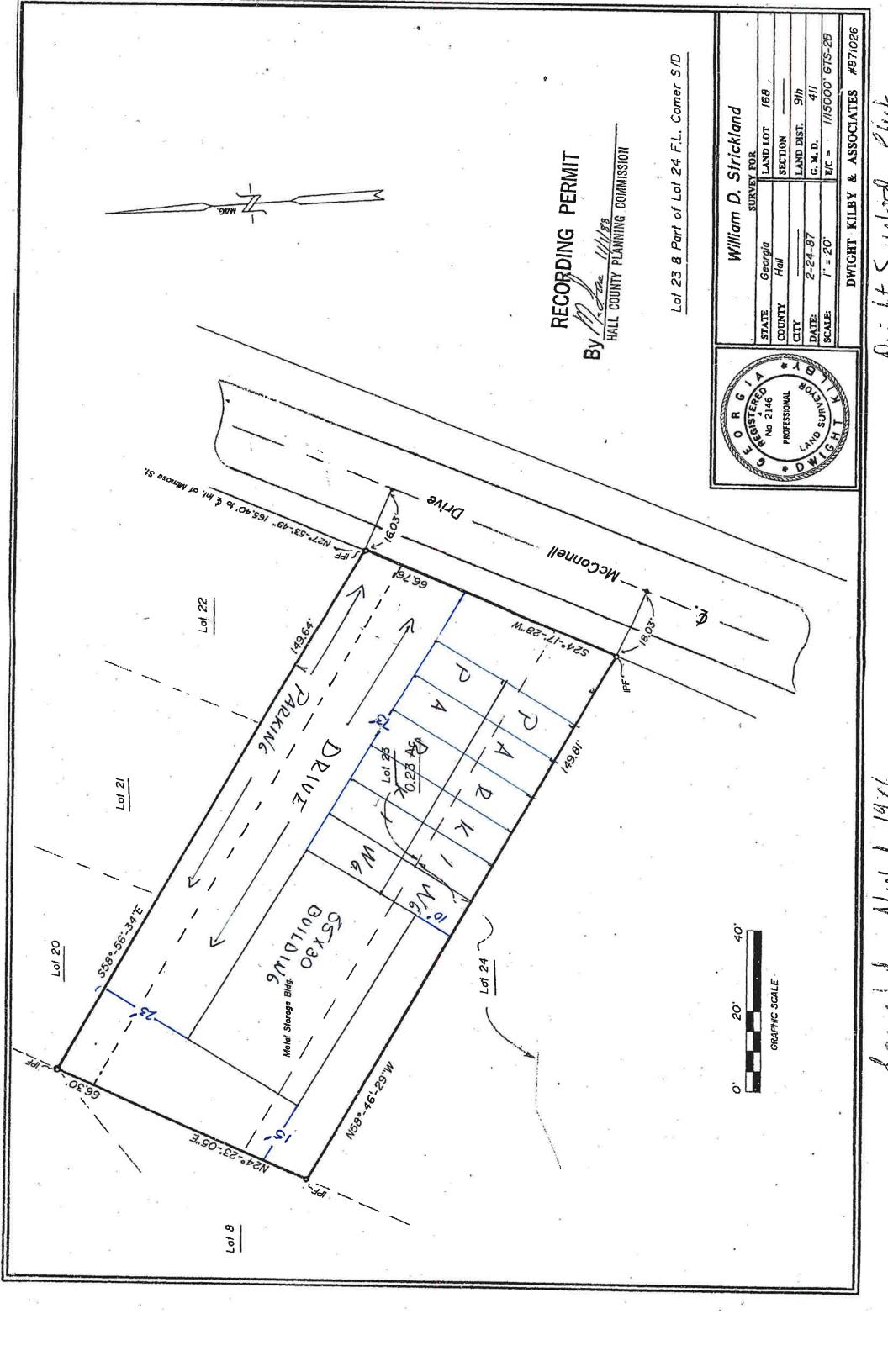
127		
ove and that:		
I have**	I have not <u>2</u>	
eding this date, med in the review o	ade any contrib r consideration	oution(s) aggregating \$250.00 or more of this application.
, you must provid	e the data requ	ired below within ten (10) days of filing
		Office:
		Date of Contribution:
molor	alt	Date:
Randy	mathan	y
	I have**eding this date, med in the review of the provided in the provided in the review of the provided in the provided i	I have** I have not 1 eding this date, made any contribed in the review or consideration, you must provide the data required.

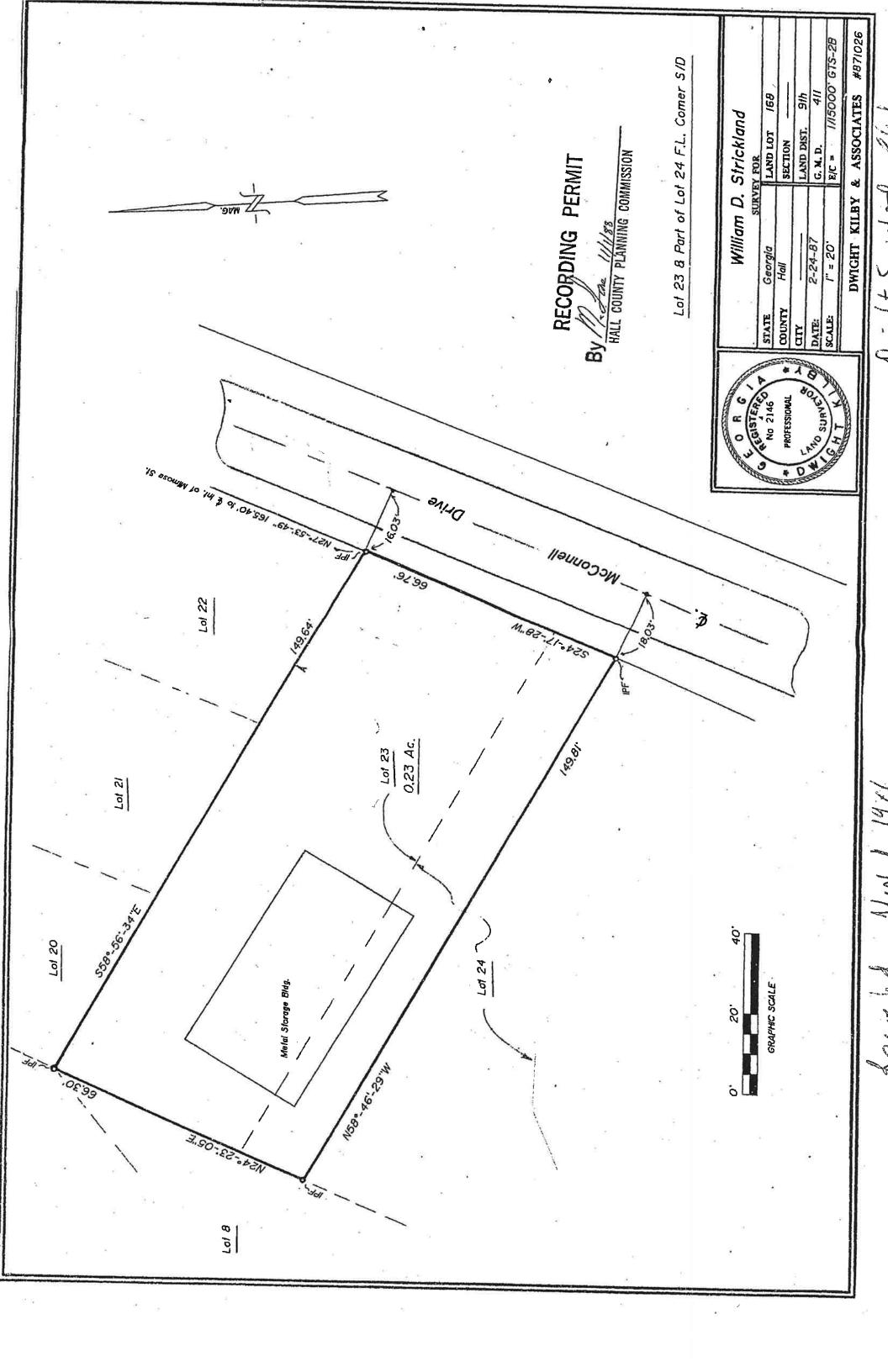
To Hall Co Planning and Zoning:

We are requesting a renewal of existing Conditional Use permit that was granted August 17, 2018. The business license to Mr. Martinez's business had expired and the renewal of the Conditional Use permit was required. The business will continue to function under same operating conditions that has been applied since August 2018. We do appreciate your consideration on this matter.

Thank You,

Randy L. Matheny





Jennifer Rivera (Administration)

From: Beth Garmon (CDI: Planning)

Sent:Wednesday, June 12, 2024 12:51 PMTo:Jennifer Rivera (Administration)Subject:FW: Updated photos 402 McConell Dr

Hi Jennifer,

Could you please add the email with photos to the commissioner's packets for tomorrow's meeting?

Thank you, Beth

Beth Garmon

Assistant Director of Planning and Development Hall County Community Development and Infrastructure (office) 770-531-6809 (direct) 770-297-2626 bgarmon@hallcounty.org

All **ZONING, PLAT**, and **BUILDING PERMIT** submittals may be submitted online through <u>Accela</u>. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.



From: Kristie Turner (Planning) < kturner@hallcounty.org>

Sent: Wednesday, June 12, 2024 12:20 PM

<klgreenway@hallcounty.org>

Subject: FW: Updated photos 402 McConell Dr

Beth,

Randi has submitted updated photos for the application @ 402 McConell Dr. for the reestablishment of a non-conforming use on the Thursday BOC agenda.

Regards,

Kristie Turner Principal Planner

Hall County Community Development and Infrastructure (direct office) 770-297-6853 kturner@hallcounty.org



 $\textbf{From:} \ \mathsf{randy} \ \mathsf{matheny} \, <\!\! \mathsf{\underline{rlmatheny@yahoo.com}} \!\! > \\$

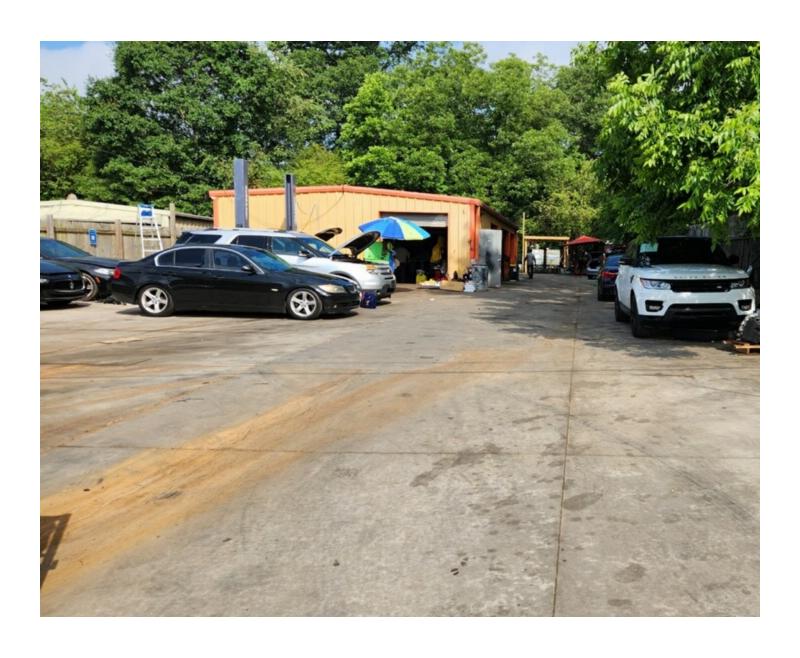
Sent: Wednesday, June 12, 2024 12:04 PM

To: Brittany Passmore (CDI: Planning) bawalker@hallcounty.org; Kristie Turner (Planning) kturner@hallcounty.org;

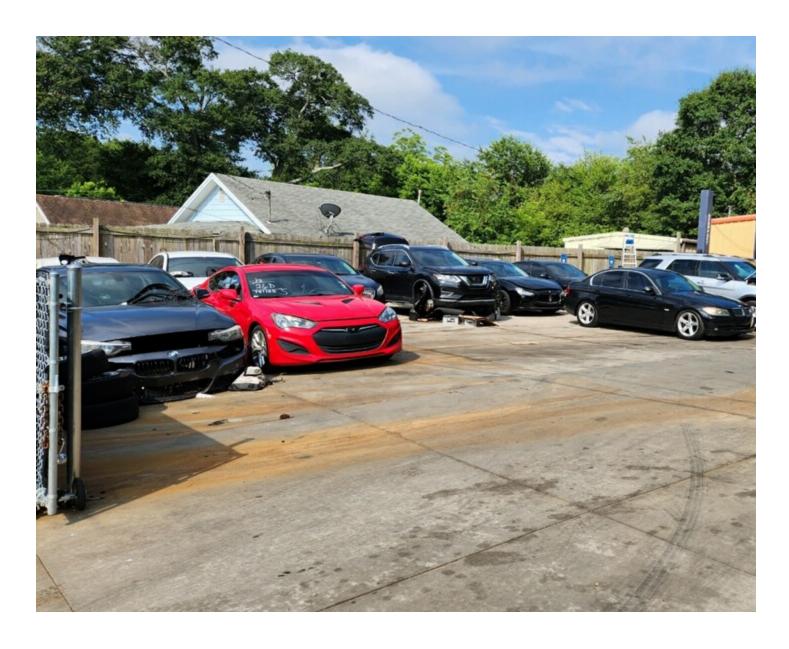
Subject: Updated photos 402 McConell Dr

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

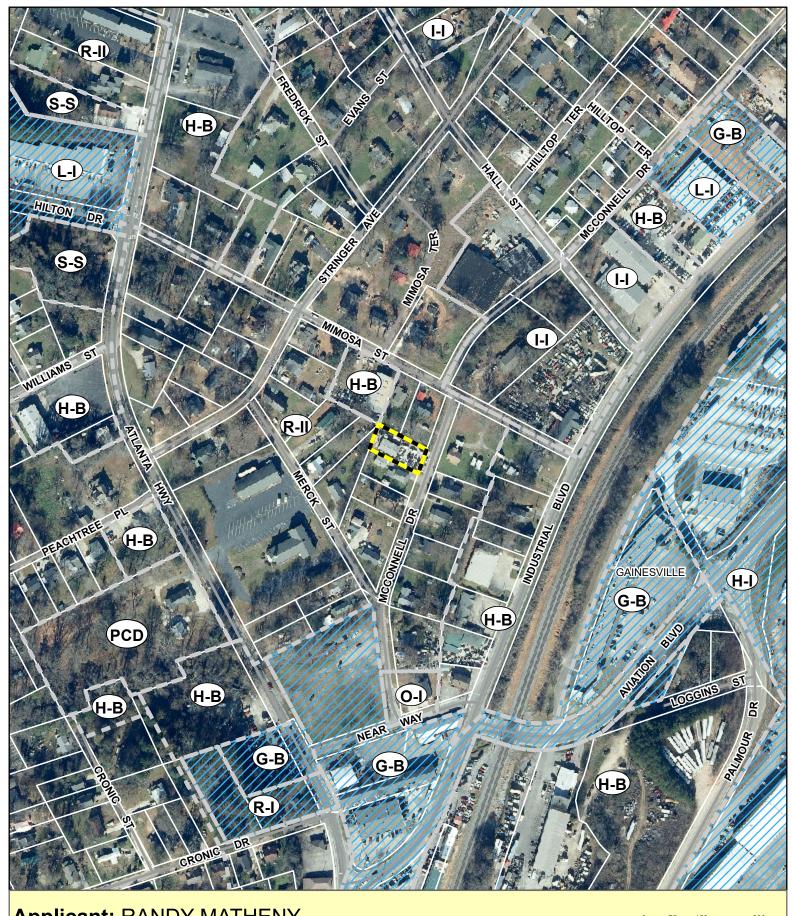
Please see updated photos in response to recommendations of conditions for 402 McConell Dr







Sent from my iPhone

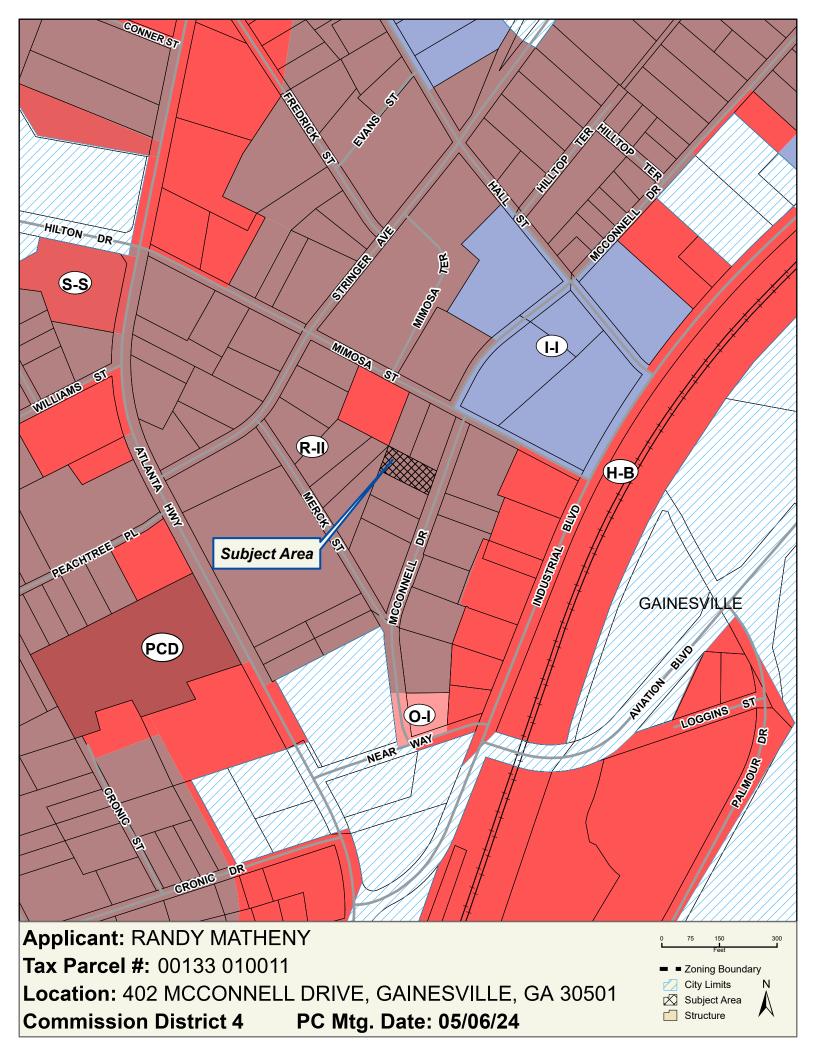


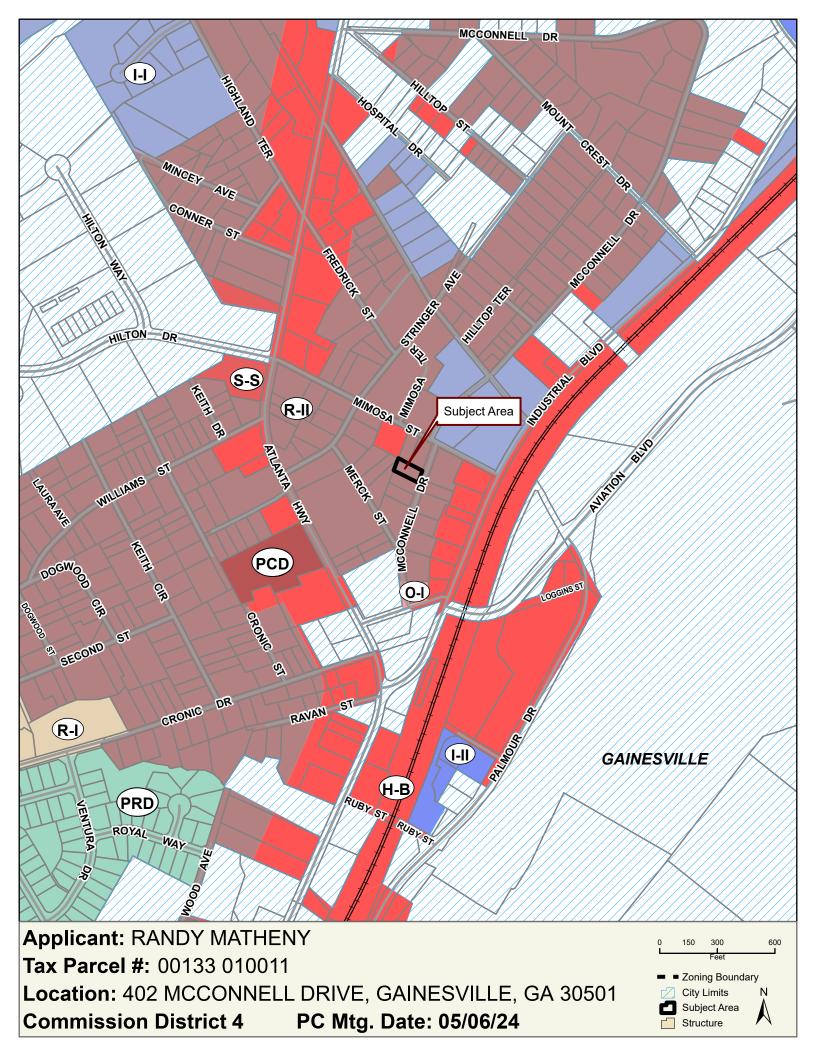
Applicant: RANDY MATHENY Tax Parcel #: 00133 010011

Location: 402 MCCONNELL DRIVE, GAINESVILLE, GA 30501

Commission District 4 PC Mtg. Date: 05/06/24









POST OFFICE DRAWER 1435 GAINESVILLE, GEORGIA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN Richard P. Higgins

Kathy L. Cooper, District 1 Billy Powell, District 2 Scott Gibbs, District 3 Jeff Stowe, District 4

COUNTY ADMINISTRATOR Jock A. Connell

ASSISTANT COUNTY ADMINISTRATOR Marty Nix

ASSISTANT COUNTY ADMINISTRATOR Lisa Johnsa

> COMMISSION CLERK Lisa A. Ritchie

Hall County Government

BOARD OF COMMISSIONERS

August 17, 2018

Greg Loyd P.O. Box 1662 Gainesville, GA 30503

Use Subject Application RE:

Dear Mr. Loyd:

Please be advised that in its meeting of August 9, 2018, the Hall County Board of Commissioners voted to approve the following application with the conditions listed.

- Application of Greg Loyd for a Use Subject to County Commission Approval on a 0.23± acres located on the west side of McConnell Drive, approximately 215± ft. from its intersection with Merck Street; a.k.a. 402 McConnell Drive; Zoned R-II; Tax Parcel 00133 010011. Proposed Use: Reestablish a nonconforming use of an automotive repair and detailing business. Commission District 4. CONDITIONS:
 - No new development is proposed in this applicant's request; however, in the future all new development shall be compliant with development standards as necessary at the time of plan approval.
 - All maintenance and repair of vehicles shall be indoors.
 - No unregistered or inoperable vehicles shall be permitted to be stored on site. 3)
 - Any business sign shall be in conformance with current Hall County Sign Standards.
 - Prior to the issuance of a business license for automotive detailing, documentation shall be provided detailing how waste water is to be disposed of because sewer service is not
 - Prior to the issuance of a business license, an existing septic system evaluation is required.
 - Prior to the issuance of an occupancy permit, there shall be a six (6) foot height solid wood fence or masonry wall installed to provide adequate visual screening next to residential zoning.
 - Prior to the issuance of any building permits, a recorded plat shall be required.
 - All conditions of zoning shall be made part of any plat created for the property.
 - 10) Hours of operation shall be Monday-Friday from 8:00am-6:00pm and Saturday from 8:00am-3:00 p.m.

"Pursuant to section 17.380.13- of the Official Code of Hall County, the approval of any application for a use subject to approval of the County Commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business."

Please contact me if you have questions or if you require any additional information concerning this

action of the Board

Hall County Commission Clerk

CC: Migel Martinez 402 McConnell Drive Gainesville, GA 30501

Srikanth Yamala, Planning Director

Anael Dominguez (CDI: Planning)

Emily McGahee (Environmental Health) From: Sent:

Tuesday, April 2, 2024 12:06 PM

To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI:

Planning)

Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)

Subject: HCPC Tentative Agenda 5.6.24

Please find Environmental Health comments below:

Item 1, 3428 Cagle Road, Bishop: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 0 Ridge Road, Puckett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 3, 5182 Wildwood Drive, Sanchez: No comment.

Item 4, 4807 Patterson Lane, Master's Table Church: All proposed structures must meet all commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 3742 Beaver Creek Road, Turner: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available.

Item 6, 4099 Runnel Hill, Kephart: No comment. Public sewer.

Item 7, 5656 Hog Mountain, Morgan: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Septic records indicate that the proposed addition is over the existing septic system. The system will be required to be relocated prior to approval of the structural addition. Valid septic repair permit issued on March 7, 2024.

Item 8, 4119 Perry Drive, DiQuollo: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 9, 2216 Barnes Drive, Mairena: No comment. Porch approved June 30, 2023.

Item 10A-C, 1631 Friendship Road, Friendship 24: No comment. Public sewer.

Item 11, 402 McConnell Drive, Matheny: No comment.

Item 12, 5953/5957/5963/5967 Pocahontas Drive, Zax: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)

emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E < VChavers@dot.ga.gov>

Sent: Thursday, April 4, 2024 9:41 AM

To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)

Subject: RE: Tentative Planning Agenda for May 6, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Sent: Thursday, March 28, 2024 12:42 PM

Subject: Tentative Planning Agenda for May 6, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Here is the Tentative Agenda and Maps for the Monday, May 6, 2024 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by <u>Thursday</u>, <u>April 4th</u>. Email comments to Beth (<u>bgarmon@hallcounty.org</u>) and Ana (<u>adominguez@hallcounty.org</u>).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES - April 15, 2024

OLD BUSINESS

3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.

NEW BUSINESS

- 2. <u>0 Ridge Road | Variance | 16.50.040</u>. to reduce the required road frontage of 3 proposed lots | on a 5.98± acretract located on the west side of Ridge Road, approximately 1,855 feet from its intersection with Friendship Road (GA-347) | Zoned AR-III; Tax Parcel 08154 000002 | Proposed Use: 3-lot subdivision | * Commission District 1 | Scott Puckett, Inc., applicant No GDOT coordination required
- 3. 2182 Wildwood Drive | Variance | 17.240.010. to reduce the front yard setback | on a 0.82± acre tract located on the south side of Wildwood Drive, at its intersection with Wildwood Court | Zoned AR-III; Tax Parcel

- 15032F000051 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Nancy Sanchez, applicant No GDOT coordination required
- 4. 4807 Patterson Lane | Variance | 17.240.010. to reduce the front yard setback | on a 5.04± acre tract located on the south side of Patterson Lane, approximately 80 feet from its intersection with Price Road (GA-136) | Zoned AR-III; Tax Parcel 10053 000014 | Proposed Use: Accessory building | * Commission District 2 | The Master's Table Church, Inc., applicant No GDOT coordination required
- 5. 3742 Beaver Creek Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.81± acre tract located at the terminus of Beaver Creek Road, approximately 1,128 feet from its intersection with Timber Walk Drive | Zoned R-I; Tax Parcel 10121A000042 | Proposed Use: Detached garage | * Commission District 2 | Phillip Kevin Turner, applicant No GDOT coordination required
- 6. 4099 Runnel Hill | Variance | 17.270.070.A.2. to increase the maximum height of a monument sign | on a 6.28± acre tract located on the east side of Wahoo Falls Trace, at its intersection with Runnel Hill | Zoned PRD; Tax Parcel 10100 000174 | Proposed Use: Monument sign | * Commission District 2 | Cody Kephart, applicant No GDOT coordination required
- 7. <u>5656 Hog Mountain Road | Variance | 17.240.010.</u> to reduce the left side yard setback | on a 1.00± acre tract located on the west side of Hog Mountain Road, approximately 1,155 feet from its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 08136 000001A | Proposed Use: Residential addition | * Commission District 1 | Timothy J. Morgan, applicant No GDOT coordination required
- 8. 4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant No GDOT coordination required
- 9. 2216 Barnes Drive | Variance | 17.240.010. to reduce the right side yard setback | on a 0.38± acre tract located on the west side of Barnes Drive, approximately 344 feet from its intersection with Floyd Road | Zoned R-II; Tax Parcel 15032C000023 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Marvin Mairena, applicant No GDOT coordination required
- 10. (A) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the front yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 675 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant
 (B) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the left side yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant
 (C) 1631 Friendship Road | Variance | 17.420.060.1.ii. to increase the maximum height of a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 15039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant No GDOT coordination required- Sign must not encroach on GDOT right-of-way. A minimum 1' offset is required from the property line, including the footing.
- 11. 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | ** Commission District 4 | Randy Matheny, applicant No GDOT coordination required
- 12. 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | ** Commission District 2 | Kimberly Zax, applicant No GDOT coordination required

^{*}The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, June 13, 2024 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, June 13, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-ingeorgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435

From: Bill Nash, Director of Public Works and Utilities

GAINESVILLE, GA 30503

Date: April 4, 2024

t: 770.531.6800 | f: 770.531.3945

May 6, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 6, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

Subject:

- 1. 3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.
 - **a.** Engineering: we do not have authority to get in the 25' buffer that would be the EPD.
 - Isn't there a project to widen the road? What is that going to do with ROW. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
 - b. Traffic: No comment.
 - Utilities: Applicant needs to confirm location of septic system to ensure there is no conflict.

NEW BUSINESS

- 2. <u>0 Ridge Road | Variance | 16.50.040</u>. to reduce the required road frontage of 3 proposed lots | on a 5.98± acre tract located on the west side of Ridge Road, approximately 1,855 feet from its intersection with Friendship Road (GA-347) | Zoned AR-III; Tax Parcel 08154 000002 | Proposed Use: 3-lot subdivision | * Commission District 1 | Scott Puckett, Inc., applicant
 - **a. Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
 - Show FEMA and Hall County studied Flood plains that are present on site As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
 - **b.** Traffic: Provide sight distance on all drives.
 - c. Utilities: No comment
- 3. 2182 Wildwood Drive | Variance | 17.240.010. to reduce the front yard setback | on a 0.82± acre tract located on the south side of Wildwood Drive, at its intersection with Wildwood Court | Zoned AR-III; Tax Parcel

15032F000051 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Nancy Sanchez, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

4. 4807 Patterson Lane | Variance | 17.240.010. to reduce the front yard setback | on a 5.04± acre tract located on the south side of Patterson Lane, approximately 80 feet from its intersection with Price Road (GA-136) | Zoned AR-III; Tax Parcel 10053 000014 | Proposed Use: Accessory building | * Commission District 2 | The Master's Table Church, Inc., applicant

a. Engineering: Need to do maintenance on stormwater BMP

b. Traffic: No commentc. Utilities: No comment

5. 3742 Beaver Creek Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.81± acre tract located at the terminus of Beaver Creek Road, approximately 1,128 feet from its intersection with Timber Walk Drive | Zoned R-I; Tax Parcel 10121A000042 | Proposed Use: Detached garage | * Commission District 2 | Phillip Kevin Turner, applicant

a. Engineering: Show drainage easement

b. Traffic: No commentc. Utilities: No comment

6. 4099 Runnel Hill | Variance | 17.270.070.A.2. to increase the maximum height of a monument sign | on a 6.28± acre tract located on the east side of Wahoo Falls Trace, at its intersection with Runnel Hill | Zoned PRD; Tax Parcel 10100 000174 | Proposed Use: Monument sign | * Commission District 2 | Cody Kephart, applicant

a. Engineering: No commentb. Traffic: No commentc. Utilities: No comment

7. 5656 Hog Mountain Road | Variance | 17.240.010. to reduce the left side yard setback | on a 1.00± acre tract located on the west side of Hog Mountain Road, approximately 1,155 feet from its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 08136 000001A | Proposed Use: Residential addition | * Commission District 1 | Timothy J. Morgan, applicant

a. Engineering: Stream buffers along with creek

b. Traffic: No commentc. Utilities: No comment

8. 4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-

283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

9. 2216 Barnes Drive | Variance | 17.240.010. to reduce the right side yard setback | on a 0.38± acre tract located on the west side of Barnes Drive, approximately 344 feet from its intersection with Floyd Road | Zoned R-II; Tax Parcel 15032C000023 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Marvin Mairena, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

10. (A) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the front yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 675 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

(B) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the left side yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

(C) 1631 Friendship Road | Variance | 17.420.060.1.ii. to increase the maximum height of a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 15039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

a. Engineering: No comment.

b. Traffic: No GA D.O.T. access permit required.

c. Utilities: No gravity sewer at site

11. 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | **
Commission District 4 | Randy Matheny, applicant

a. Engineering: No commentb. Traffic: No commentc. Utilities: No comment

- 12. 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | ** Commission District 2 | Kimberly Zax, applicant
 - **a.** Engineering: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
 - b. Traffic: Proper sight distance required for each driveway
 - c. Utilities: No gravity sewer

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)

Sent:Wednesday, April 3, 2024 3:26 PMTo:Anael Dominguez (CDI: Planning)Cc:Randi Doveton (CDI: Planning)

Subject: Fire Comments

Monday, May 6, 2024 Hall County Planning Commission Meeting.

402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | ** Commission District 4 | Randy Matheny, applicant

The Hall County Fire Marshal's Office has no comments regarding the existing site or building.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1 Lieutenant, Hall County Fire Rescue Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org







AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO:	Work Session (06/10/24)			
REPORT TO:	TO: Voting Meeting (06/13/24)			
ITEM NO:	323/2024	323/2024		
SUBJECT: 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive Amend zoning on a 5.28± acre tract located on the east side of Poca Drive, at its intersection with Nachoochee Trail Zoned R-I; Ta 08131 002046 Proposed Use: 5-lot subdivision Commission Kimberly Zax, applicant				
Meetings:				
Work Session Date:	06/10/24	Voting Meeting Date: 06/13/24		
Executive Summar	ry:			
Presenter: Recommendation: Approval, with conditions:		BG		
 17.60) zoning district as d 2. A subdivision plat shall be Hall County Plat Review p 3. All conditions of zoning sh 4. Permitting shall require not neighborhood. 	etailed in 17.240 (area and se reviewed for compliance with process. all be made part of any plats ormal review process. the lot thirty (30) days in adva	all applicable standards found in the Official Code of Hall County as part of the		
Purpose of Request: 5953, 5957, 5961, 5963 & 596 conditions of zoning on a 5.28 of Pocahontas Drive, at its interse R-I; Tax Parcel 08131 002046 Commission District 2 Kimberl	B± acre tract located on the ea ection with Nachoochee Trail Proposed Use: 5-lot subdiv	st side Zoned		

Options:

Facts and Issues:

Funding Requested \$ 0.00

Are funds within current budget?

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	BG	WLI	CR
Clerk			
JR			

No

Attachments:

Board Memo

Recommendation Report

Application

Narrative

Site Plan

Maps

Renderings

Buffer Photos

Deed

Legal Description

2023 BOC Approval Letter

Environmental Health Comments

GDOT Comments

Public Works Comments

Notice Sign Photos



POST OFFICE DRAWER 1435

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

To: Richard Higgins, Chairman

Kathy Cooper, District 1 Commissioner Billy Powell, District 2 Commissioner Gregg Poole, District 3 Commissioner Jeff Stowe, District 4 Commissioner

GAINESVILLE, GA 30503 From: Beth Garmon, Assistant Director of Planning &

Development

PLANNING AND DEVELOPMENT Subject: 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive

Amend conditions of zoning | on a 5.28± acre tract |

Proposed Use: 5-lot subdivision | Kimberly Zax,

applicant

ASSISTANT DIRECTOR

Beth Garmon

DIRECTOR
Randi Doveton

The request before you is the request of Kimberly Zax to amend conditions of zoning for a 5-lot subdivision. This item is located within Commission District 2.

At their May 6, 2024 meeting, the Hall County Planning Commission voted to recommend approval with six (6) conditions (5-0).

Staff recommendation: Approval, with conditions

There were no comments submitted in advance of the Planning Commission meeting and no one spoke during the public hearing.

Planning Commission Conditions:

- 1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
- 2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
- 3. All conditions of zoning shall be made part of any plats created for the property.
- 4. Permitting shall require normal review process.
- 5. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.
- 6. Developer shall maintain a 20-foot undisturbed buffer on Lot 5 along the power line easement as shown in the site plan received March 11, 2024.

HALL COUNTY PLANNING COMMISSION RECOMMENDATION REPORT

Planning Commission Conditions:

- 1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
- 2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
- 3. All conditions of zoning shall be made part of any plats created for the property.
- 4. Permitting shall require normal review process.
- 5. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.

6. Developer shall maintain a 20-foot undisturbed buffer on Lot 5 along the power line easement as shown in the site plan received March 11, 2024.

Excerpts from the minutes of the May 6, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Lee Chambers, 4622 Pine Manor Bluff, Suwanee, presented the request. The applicant stated that they would like to modify these conditions to maintain lake views and provide an undisturbed buffer on Lot 5 to maintain privacy between the existing resistance and proposed lot.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Hunt questioned clarification on the power line easement. Ms. Greenway explained that nothing can built within the power line easement.

<u>Motion:</u> A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Sosebee. Vote: 5-0

Conditions:

- 1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
- 2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
- 3. All conditions of zoning shall be made part of any plats created for the property.
- 4. Permitting shall require normal review process.
- 5. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.
- 6. Developer shall maintain a 20-foot undisturbed buffer on Lot 5 along the power line easement as shown in the site plan received March 11, 2024.

Staff Recommended Conditions:

- 1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
- 2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
- 3. All conditions of zoning shall be made part of any plats created for the property.
- 4. Permitting shall require normal review process.
- 5. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.
- 6. Developer shall maintain a 20-foot undisturbed buffer on Lot 5 along the power line easement as shown in the site plan received March 11, 2024.

Summary Analysis

The applicant is requesting to amend conditions on a 5.28± acre tract to remove the requirement of a 20-foot planted buffer along the existing power line easement.

On August 24, 2023, the Board of Commissioners approved the subject property to be subdivided into a total of 5 lots with the following conditions:

- 1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-1, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
- 2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
- 3. All conditions of zoning shall be made part of any plats created for the property.
- 4. Developer shall install and maintain a 20 feet buffer of planted trees no less than six (6) feet tall along the power line easement.
- 5. Permitting shall require normal review process.
- 6. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.

The applicant is requesting to delete condition 4 which requires a 20-foot planted buffer. The narrative states that the planted buffer associated with Lots 1 - 4 is not necessary to screen the power lines or to add privacy, as these are lake lots and the buffer would impede the desired lake views. The applicant intends to maintain a 20-foot natural buffer along the power line on Lot 5 and states that there is approximately 175 feet of land and buffer between Lot 5 and the closest neighboring home; the applicant states that this should provide sufficient screening for the homes.

Zoning Analysis

When considering a zoning amendment to the zoning maps or a use subject to approval of the county commission, the following items must be considered by the Planning Commission and the County Commission pursuant to <u>17.380.060</u>:

- Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; The proposed use associated with the requested amendment to the development is consistent with nearby properties.
- 2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; The absence of a planted buffer along the power line easement for Lots 1- 4 will have little, if any, adverse effects on nearby properties as these lots abut Lake Lanier and the currently required buffer will not provide any screening from abutting neighbors.
- 3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. Yes, the property has reasonable economic use as currently zoned, Residential-I (R-I, 17.60).
- 4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; The proposed amendment to conditions should not cause an excessive or burdensome use of the existing streets, utilities, or public services.
- 5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; The proposed development is consistent with the Comprehensive Plan's future land use classification of Lake Area Residential.
- 6. The extent to which property values are diminished by the existing zoning restrictions; Absent a market study, staff is unable to determine whether property values are diminished by the existing zoning restrictions.
- 7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
- 8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; Staff has not identified a hardship imposed on the property owner as the property is currently zoned.
- 9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; The property is currently developed with an old shed, which has been on the property since 1985.
- **10.** Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There** are no known changing conditions affecting the use or development of the property
- 11. Whether the change would create an isolated district unrelated to the surrounding districts; This question is not applicable as there are no proposed changes to the zoning classification.

- **12.** Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
- **13.** Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **No, the request is not out of scale with the needs of the county as a whole**
- 14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; There are several sites within the County that could be developed without the requirement of a planted buffer; however, action by the Board of Commissioners is required to amend the existing condition.
- 15. Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; This question is not applicable as there are no proposed changes to the zoning classification.
- 16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there are no anticipated ecological or pollution impacts resulting from any modification to the land if the request is granted.
- 17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; There is no indication that a mistake was made in the original zoning.

17.380.050. - Submission requirements

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
 - A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section <u>17.380.060.C</u> of this section [chapter]. The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in <u>17.380.060.C</u>.
 - 2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county

commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **Proposal meets this requirement.**

- C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. This is not applicable as the property will utilize an onsite septic or municipal sewer system.
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. This is not applicable as the property is less than 100 lots.

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated April 2, 2024, Emily McGahee stated "No comment."

Hall County Fire Marshal

In an email dated April 3, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Public Works and Utilities

In a memo dated April 4, 2024, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.

Traffic:

Proper sight distance required for each driveway.

Utilities

No gravity sewer

Georgia Department of Transportation

In an email dated April 4, 2024, from Veronica Chavers, confirmed this project will not require GDOT coordination.

6.

PLANNING AND DEVELOPMENT DEPARTMENT 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 | f: 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Nar 1e & Mailing Address)
Kimberly Zax	Kimberly Zax
6512 Garrett Road, Buford, Ga. 30518	6512 Garrett Roa J, Buford, Ga. 30518
Phone 404-661-3337	Phone 404-661-3307
Email Address kimzaxsells@gmail.com	Email Address kimza xsells@gmail.com
Proposed Use Amend condition No. 4 from or	
Contact Person (Name & Mailing Address) LEE CHAMBERS	Status of Apr licant Requested Action Owner X Owner Permissive Use:
4462 Pine Manor Bluff	- Official Confidence and Confidence
Suwanee, Ga. 30024	☐ Option to Furchase ☐ HCPC ☐ HCC
Phone 678-943-9026	Area Resident Fee:\$
Email Address_leebama13@gmail.com	Other Receipt #:
Tax Parcel Number_08-00131-02-046	Zoning: Resider tial Check #: Acreage 5.27 Lots 3-5 total of 2.7 acres
Location Address 5961 Pocahontas Drive, Flo	
application. The Planning Department has application. If the application is found insuffici	ve. Failure to complete this sect on will result in the refusal of the 15 days to review all application ient, an agenda date will not be set until the required information is g Commission and County Com
Application Withdrawal: I hereby withdraw the ap	plication.
Sign	Date:
Staff Use Only	
Application Date:	Taken by:
Tentative Planning Commission Date:	Tentative County Commissic 1 Date:
County Commission District:	

PLANNING AND DEVELOPMENT DEPARTMENT

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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Nar le & Mailing Address)		
Mindy Buckley	Mindy Buckley		
6121 Gainesville Street	6121 Gainesville Street		
Flowery Branch 30542	Flowery Branch 3)542		
Phone 770-710-5474	Phone_770-710-5474		
Email Address mindy@allsouthsprinkler.com	Email Address mindy @allsou	thsprinkler.com	
Proposed Use Amend condition No. 4 from original	approval		
Contact Person (Name & Mailing Address) Mindy Buckley	Status of Apr licant Owner	Requested Action	
6121 Gainesville Street	Owner	Permissive Use:	
Flowery Branch, Ga. 30542	Option to Furchase	п нсрс п нсс	
	Area Resident	Fee:\$	
Phone 770-710-5474	Other	Receipt #:	
Email Address mindy@allsouthsprinkler.com	Zoning: Residential	Check #:	
Tax Parcel Number 08-00131-02-046 Location Address 5961 Pocahontas Drive, Flowery E	Acreage 1.3 Branch 30542 Lots 1 & 2		
I hereby certify that the above information and all attac	thed information are true and correction will rest to complete this section will rest to review all applications and will agenda date will not be set until to	Date: 3/1/24 esult in the refusal of the I set the dates for each the required information is	
Application Withdrawal: I hereby withdraw the application	on.		
Sign		Date:	
Staff Use Only		· · · · · · · · · · · · · · · · · · ·	
Application Date:	Taken by:		
Tentative Planning Commission Date:	Tentative County Commissi on Date: _		
County Commission District:			

PLANNING AND DEVELOPMENT DEPARTMENT

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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years in mediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made t y the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
 - (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:		
I have** I have r	not <u>X</u>	
within the two years immediately preceding this date, made any to any local government official involved in the review or consider		
**If you have made such contributions, you must provide the data this application.	a required bel	ow within ten (10) days of filing
Name of Official(s):	Office:	
Dollar Amount:	_ Date o	Contribution:
Applicant's/Owner's Signature: Kimberly Zax	_ Date: _	2/2024
Applicant's/Owner's Name (Printed): Kimberly Zax		

PLANNING AND DEVELOPMENT DEPARTMENT

2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504 MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503 t: 770-531-6809 I f: 770-531-3902



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I hereby certify that I have read the above a	and that:	
I ha	ve** I have notX	_
within the two years immediately preceding to any local government official involved in		
**If you have made such contributions, you this application.	must provide the data requ	uired belo v within ten (10) days of filing
Name of Official(s): x Mr. Billy Powell		Office:
Dollar Amount: 0.00		Date of Contribution:
Applicant's/Owner's Signature: Mindy	Buckley	Date:
Applicant's/Owner's Name (Printed): Mindy	Buckley	

Type wat non

Approved

Lot 1 5961 Pocahontas Drive 1.4 on lake with lake views and dock

Lot 2 5967 Nachoochee Trail .90 acres on lake with lake views

Lot 3 5963 Nachoochee Trail .90 acres on lake with lake views

Lot 4 5957 Nachoochee Trail .90 acre on lake with lake views

Lot 5 5953 Nachoochee Trail .90 acre on lake with lake views

Flowery Branch, Ga. 30542

Narrative

We have a final plat for 5 residential lots with the following setbacks. Front setback is 55 feet from the center line of the street or 30 feet from the property line, which ever one is deepest. Back set back is 50 feet, and the sides are 10 feet. Lot 5 has a 100-foot set back from the middle of the powerlines to the side of the new house.

We are requesting to "Amend Conditions" of the originally approved 5 lots above to remove condition number 4 regarding the 20-oot planted buffer. Record number HZCU24-00_.

Explanation

We are requesting to remove the planted buffer from lots 1-4 as they are not necessary to screen the powerlines or to add privacy to benefit any neighbor. These lots are lake lots and the added planted buffer would impede the lake views.

We are requesting to remove the planted buffer on lot 5 but add the "natural" 20-foot buffer that is already there.

There is approximately 175 feet or more of land & buffer between Lot 5 and the neighbor's house. We want to leave as many tree's/buffers to hide the power lines for the value of the homes we are building on all the lots. With the neighbor of lot 5 having 175+ feet between our homes is the largest separation of any house on the entire street.

March 11, 2024

Received

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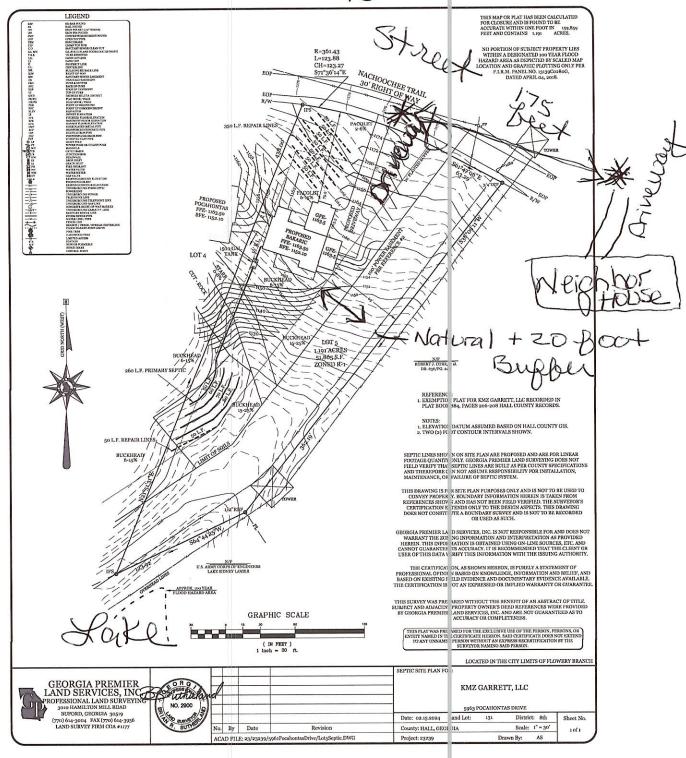
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PROFESSIONAL LAND 1 2001 POCKHONTAS DRIVE
KMZ GARRETT, LLC BUPPER REDUCTION FOR: MARKET J. COME, et al. Dill 69A/PG. Rad. 5953 LOTS 1.191 ACRES 51,865 S.F. ZONRD R-1 5957 LOT 4 0.900 ACRES 39,204 S.F. ZONED R-1 2969 LOT 3 0,900 ACRES 39,205 8.F. ZONED R-1 B LOT 2 0.900 ACRES 39,405 S.F. ZONED R-1 3967 LOT.1 1-400 ACRES 60,986 S.F. ZONED R-1 GEORGIABI DE BELFE LE DE BELFE LE PO SHOPEL LIGHTA 3961 30, RIGHT OF WAY POCAHONTAS DRIVE

Lot 5

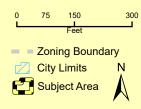




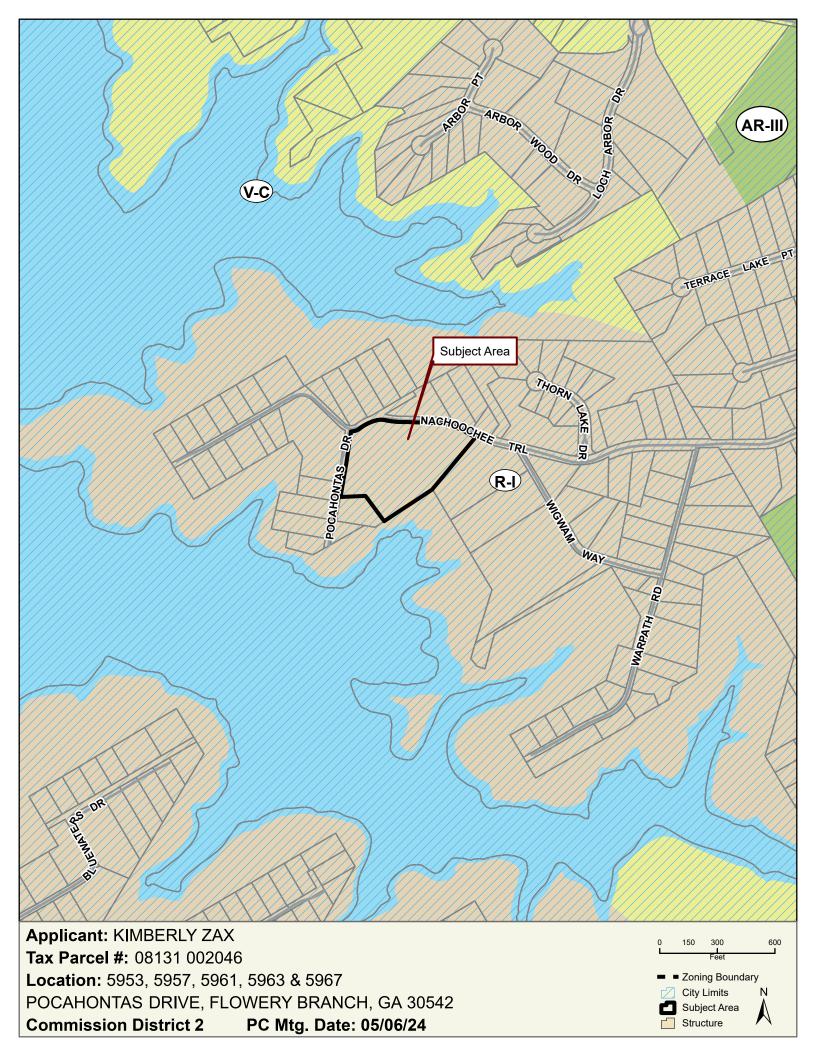
Tax Parcel #: 08131 002046

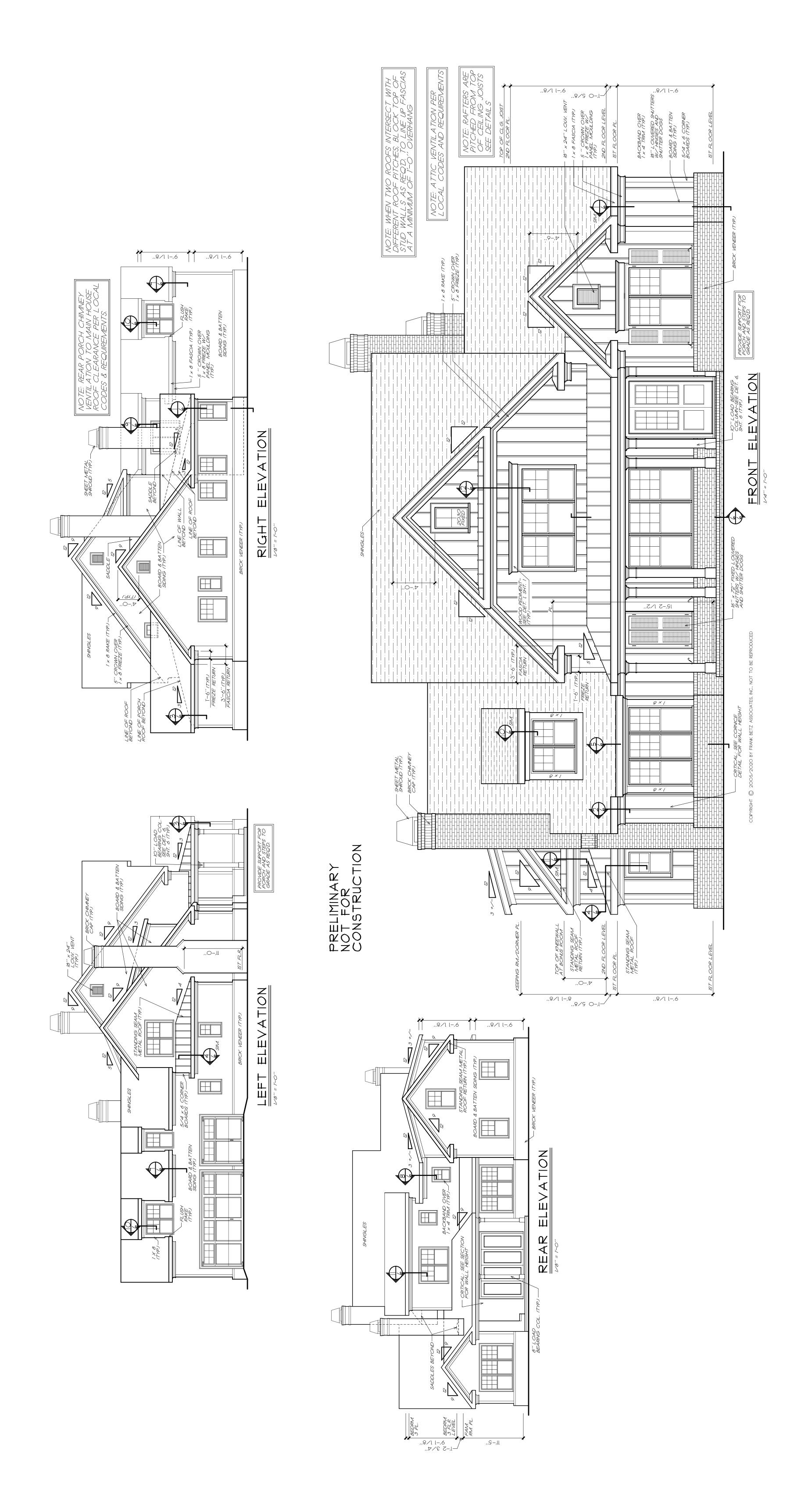
Location: 5953, 5957, 5961, 5963 & 5967

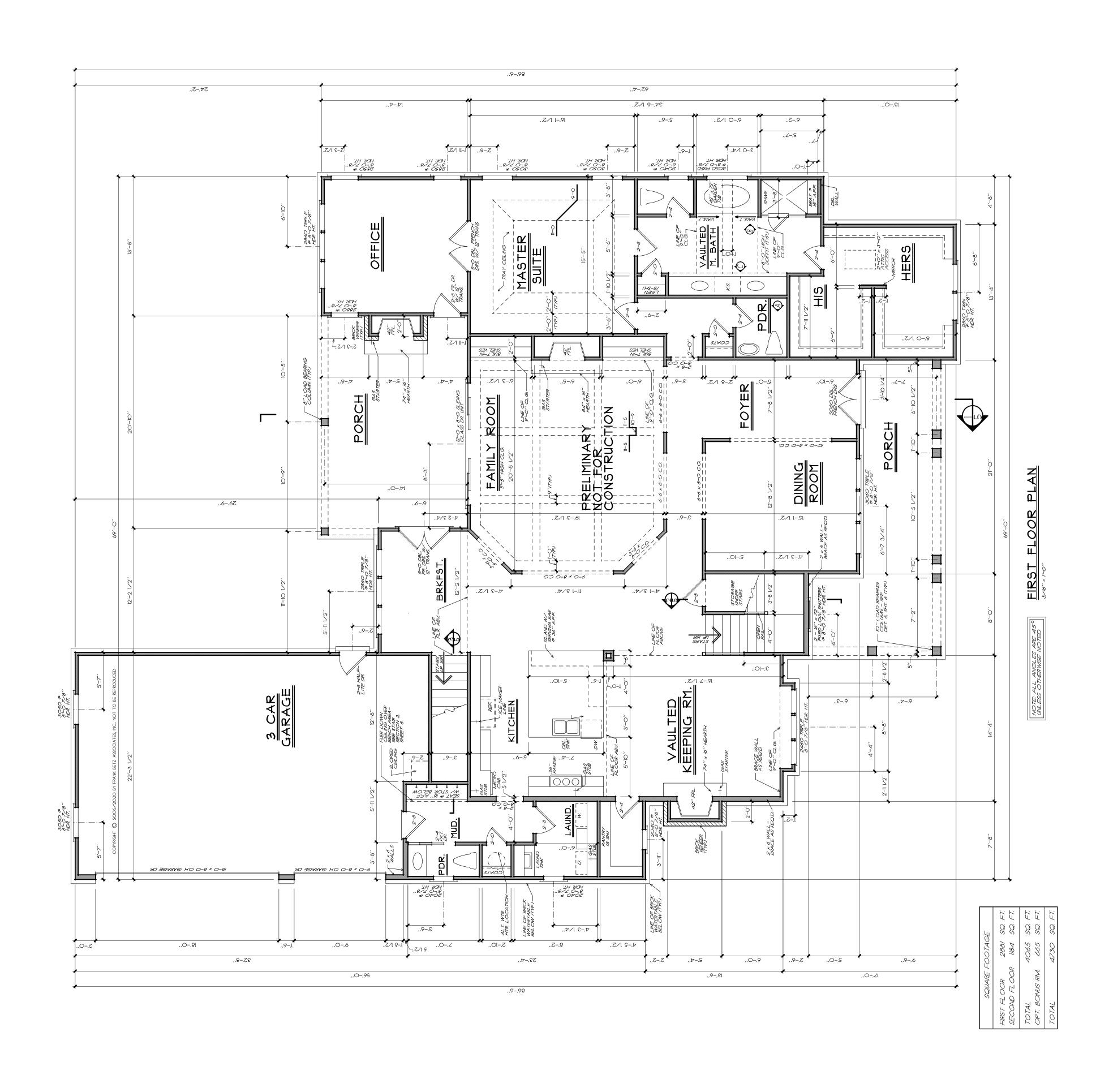
POCAHONTAS DRIVE, FLOWERY BRANCH, GA 30542 **Commission District 2** PC Mtg. Date: 05/06/24

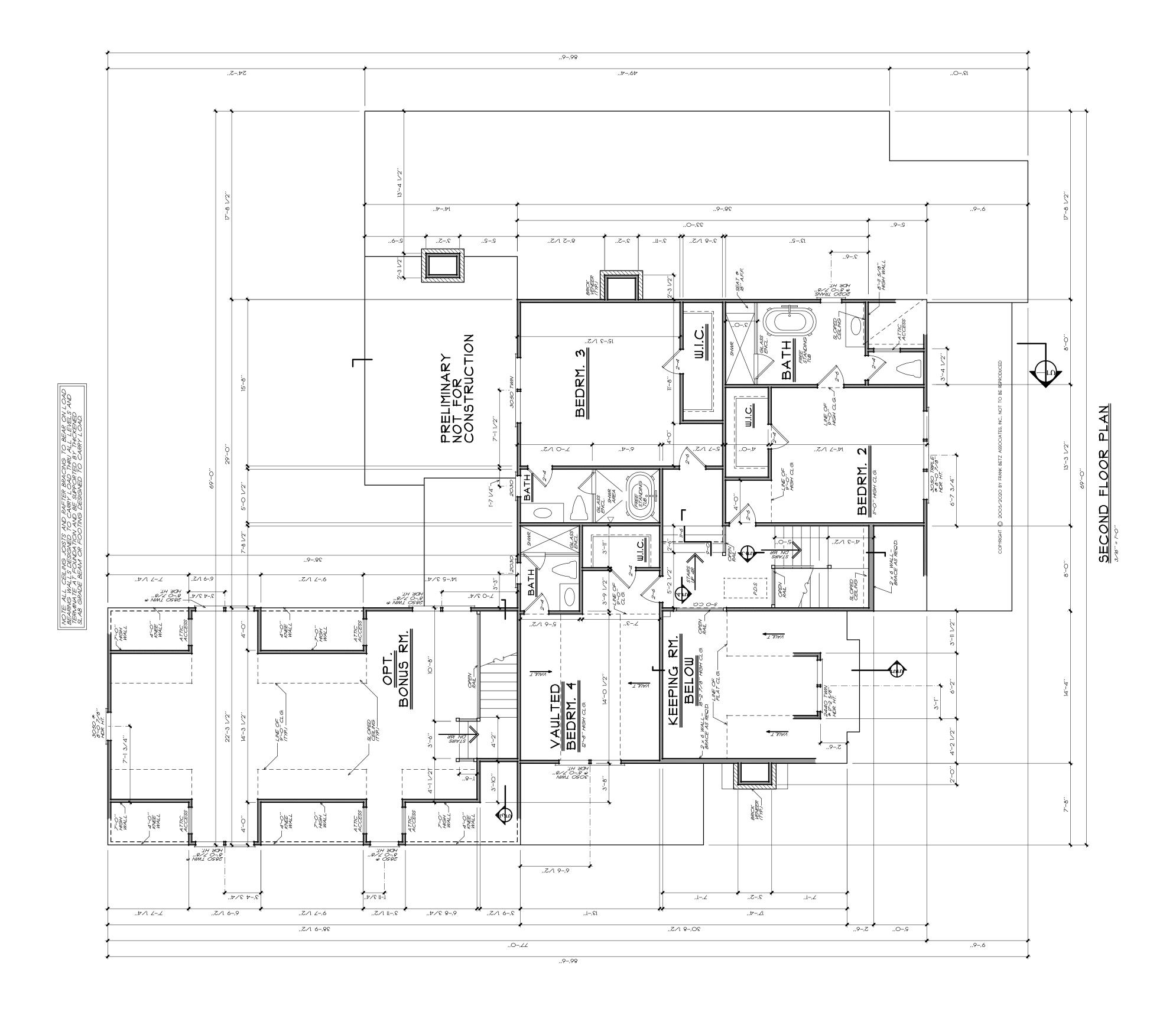


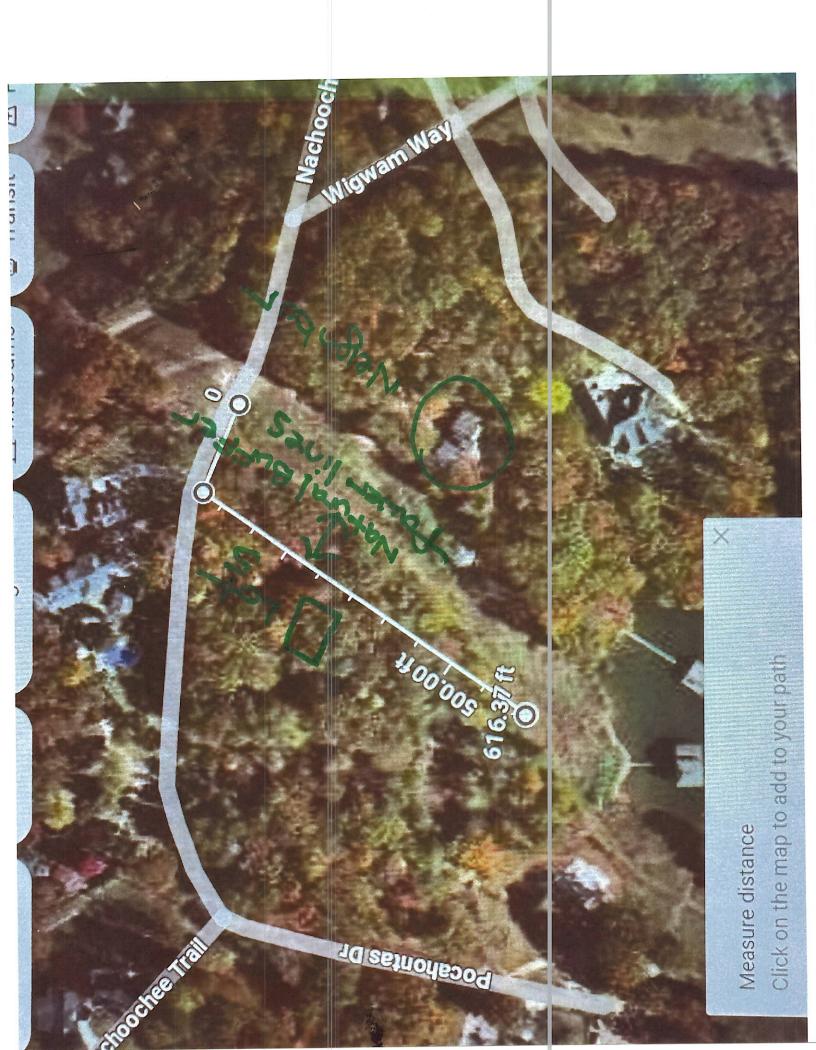












Return Recorded Document to: H. Carson Smith, IV PC 4474 COMMERCE DRIVE, STE B BUFORD, GA, 30518 File #: 20230195

WARRANTY DEED

This Indenture made this 14th day of September, 2023 between Tim For I, of the County of Gwinnett, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and KMZ Gurrett, LLC, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing ard delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A"

PROPERTY KNOWN AS 5961 POCAHONTAS DRIVE ACCORDING TO THE PRESENT SYSTEM OF NUMBERING IN HALL COUNTY, GEORGIA.

PARCEL NO. 08131 002046

This Deed is given subject to all easements and restrictions of record, if ar y.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal thi. day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Votary Public

Tim Ford

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 8TH DISTRICT, HALL COUNTY, GEORGIA, AND BEING SHOWN AND DESIGNATED AS 5.295 ACRES ON A PLAT OF SURVEY FOR TIM FORD PREPARED BY CONROY & ASSOCIATES, P.C., SURVEYORS, DATED JANUARY 3, 2003, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF POCAHONTAS LANE (HAVING A 30 FOOT RIGHT OF WAY) AND THE SOUTHEASTERLY RIGHT OF WAY OF NACHOOCHEE TRAIL (HAVING A 30 FOOT RIGHT OF WAY), SAID IRON PIN BEING THE POINT OF BEGINNING: CONTINUE THENCE ALONG THE CURVE OF THE SOUTHEASTERLY RIGHT OF WAY OF NACHOOCHEE TRAIL AN ARC DISTANCE OF 176.62 FEET (SAID ARE BEING SUBTENDED BY A CHORD BEARING NORTH 65 DEGREES 45 MINUTES 11 SECONDS EAST 174.16 FEET WITH A RADIUS OF 304.61 FEET) TO AN IRON PIN SET; CONTINUE THENCE ALONG SAID RIGHT OF WAY SOUTH 85 DEGREES 43 MINUTES 40 SECONDS EAST A DISTANCE OF 151.212 FEET TO A POINT; CONTINUE THENCE SOUTH 88 DEGREES 06 MINUTES 30 SECONDS EAST A DISTANCE OF 100.947 FEET TO A POINT; CONTINUE THENCE ALONG THE CURVE OF A SOUTHERLY RIGHT OF WAY OF NACHOOCHEE TRAIL AN ARC DISTANCE OF 204.70 FEET (SAID ARC BEING SUBSTITUTED BY A CHORD BEARING SOUTH 75 DEGREES 35 MINUTES 16 SECONDS EAST, 201,97 WITH A RADIUS OF 361,43 FEET TO A POINT; CONTINUE THENCE SOUTH 61 DEGREES 37 MINUTES 17 SECONDS EAST A DISTAINCE OF 46.99 FEET TO AN IRON PIN FOUND; CONTINUE THENCE SOUTH 38 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 361.69 FEET TO AN IRON PIN FOUND; CONTINUE THENCE SOUTH 64 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 348.71 FEET TO AN IRON PIN FOUND; CONTINUE THENCE NORTH 16 DEGREES 33 MINUTES 25 SECONDS WEST A DISTANCE OF 164.35 FEET TO AN IRON PIN FOUND; CONTINUE THENCE SOUTH 74 DEGREES 53 MINUTES 52 SECONDS WEST A DISTANCE OF 131.10 FEET TO AN IRON PIN FOUND IN THE EASTERLY RIGHT OF WAY OF POCAHONTAS LANE CONTINUE THENCE NORTH 11 DEGREES 01 MINUTES 22 SECONDS EAST A DISTANCE OF 332.992 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING.

THIS IS THE SAME PROPERTY CONVEYED TO WILLIAM L. HOPKINS AND REBECCA SHARRON HYDER BY WARRANTY DEED RECORDED AT DEED BOOK 2485, PAGE 349, LESS AND EXCEPT THAT PROPERTY CONVEYED TO WILLIAM M. INGRAM AND EUNICE A. INGRAM AT DEED BOOK 2285, PAGE 7.

PROPERTY KNOWN AS 5961 POCAHONTAS DRIVE ACCORDIN G TO THE PRESENT SYSTEM OF NUMBERING IN HALL COUNTY, GEORGIA.

PARCEL NO. 08131 002046

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 131 OF THE 8TH DISTRICT, HALL COUNTY, GEORGIA, AND BEING SHOWN AND DESIGNATED AS 5.295 ACRES ON A PLAT OF SURVEY FOR TIM FORD PREPARED BY CONROY & ASSOCIATES, P.C., SURVEYORS, DATED JANUARY 3, 2003, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY OF POCAHONTAS LANE (HAVING A 30 FOOT RIGHT OF WAY) AND THE SOUTHEASTERLY RIGHT OF WAY OF NACHOOCHEE TRAIL (HAVING A 30 FOOT RIGHT OF WAY), SAID IRON PIN BEING THE POINT OF BEGINNING: CONTINUE THENCE ALONG THE CURVE OF THE SOUTHEASTERLY RIGHT OF WAY OF NACHOOCHEE TRAIL AN ARC DISTANCE OF 176.62 FEET (SAID ARE BEING SUBTENDED BY A CHORD BEARING NORTH 65 DEGREES 45 MINUTES 11 SECONDS EAST 174.16 FEET WITH A RADIUS OF 304.61 FEET) TO AN IRON PIN SET; CONTINUE THENCE ALONG SAID RIGHT OF WAY SOUTH 85 DEGREES 43 MINUTES 40 SECONDS EAST A DISTANCE OF 151.212 FEET TO A POINT; CONTINUE THENCE SOUTH 88 DEGREES 06 MINUTES 30 SECONDS EAST A DISTANCE OF 100.947 FEET TO A POINT; CONTINUE THENCE ALONG THE CURVE OF A SOUTHERLY RIGHT OF WAY OF NACHOOCHEE TRAIL AN ARC DISTANCE OF 204.70 FEET (SAID ARC BEING SUBSTITUTED BY A CHORD BEARING SOUTH 75 DEGREES 35 MINUTES 16 SECONDS EAST, 201,97 WITH A RADIUS OF 361,43 FEET TO A POINT; CONTINUE THENCE SOUTH 61 DEGREES 37 MINUTES 17 SECONDS EAST A DISTAINCE OF 46.99 FEET TO AN IRON PIN FOUND; CONTINUE THENCE SOUTH 38 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 361.69 FEET TO AN IRON PIN FOUND; CONTINUE THENCE SOUTH 64 DEGREES 36 MINUTES 32 SECONDS WEST A DISTANCE OF 348.71 FEET TO AN IRON PIN FOUND; CONTINUE THENCE NORTH 16 DEGREES 33 MINUTES 25 SECONDS WEST A DISTANCE OF 164.35 FEET TO AN IRON PIN FOUND; CONTINUE THENCE SOUTH 74 DEGREES 53 MINUTES 52 SECONDS WEST A DISTANCE OF 131.10 FEET TO AN IRON PIN FOUND IN THE EASTERLY RIGHT OF WAY OF POCAHONTAS LANE CONTINUE THENCE NORTH 11 DEGREES 01 MINUTES 22 SECONDS EAST A DISTANCE OF 332.992 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING.

THIS IS THE SAME PROPERTY CONVEYED TO WILLIAM L. HOPKINS AND REBECCA SHARRON HYDER BY WARRANTY DEED RECORDED AT DEED BOOK 2485, PAGE 349, LESS AND EXCEPT THAT PROPERTY CONVEYED TO WILLIAM M. INGRAM AND EUNICE A. INGRAM AT DEED BOOK 2285, PAGE 7.

PROPERTY KNOWN AS 5961 POCAHONTAS DRIVE ACCORDIN G TO THE PRESENT SYSTEM OF NUMBERING IN HALL COUNTY, GEORGIA.

PARCEL NO. 08131 002046



Hall County Government

BOARD OF COMMISSIONERS

August 25, 2023

Kimberly Zax 6512 Garrett Road Buford, GA 30518

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR

Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

RE: Use Subject Application

Dear Kimberly Zax:

Please be advised that in its Voting Meeting on August 24, 2023, the Hall County Board of Commissioners voted to approve the following application with conditions.

5961 Pocahontas Drive | Use Subject to County Commission Approval | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed use: 5-lot subdivision | Commission District 2 | Kimberly Zax, applicant.

Conditions:

- 1. The property shall be subdivided into a maximum of five (5) building lots in accordance with the requirements of the Residential-I (R-I, 17.60) zoning district as detailed in 17.240 (area and setback requirements).
- 2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
- All conditions of zoning shall be made part of any plats created for the property.
- 4. Developer shall install and maintain a 20 feet buffer of planted trees no less than six (6) feet tall along the powerline easement.
- 5. Permitting shall require normal review process.
- 6. A sign shall be posted on the lot thirty (30) days in advance of construction. The sign shall serve as notification of construction for the neighborhood.

"Pursuant to section 17.380.130.E.8 of the Official Code of Hall County, the approval of any application for a use subject to approval of the County Commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plat approval, and proceeding with the building, occupancy or establishment of business."

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

ennifer Rivera

Hall County Commission Clerk

cc:

Randi Doveton, Planning & Development Director

Timothy Guy Ford PO Box 1469 Blue Ridge, GA 30513

Anael Dominguez (CDI: Planning)

Emily McGahee (Environmental Health) From: Sent:

Tuesday, April 2, 2024 12:06 PM

To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI:

Planning)

Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)

Subject: HCPC Tentative Agenda 5.6.24

Please find Environmental Health comments below:

Item 1, 3428 Cagle Road, Bishop: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 0 Ridge Road, Puckett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 3, 5182 Wildwood Drive, Sanchez: No comment.

Item 4, 4807 Patterson Lane, Master's Table Church: All proposed structures must meet all commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 3742 Beaver Creek Road, Turner: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available.

Item 6, 4099 Runnel Hill, Kephart: No comment. Public sewer.

Item 7, 5656 Hog Mountain, Morgan: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Septic records indicate that the proposed addition is over the existing septic system. The system will be required to be relocated prior to approval of the structural addition. Valid septic repair permit issued on March 7, 2024.

Item 8, 4119 Perry Drive, DiQuollo: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 9, 2216 Barnes Drive, Mairena: No comment. Porch approved June 30, 2023.

Item 10A-C, 1631 Friendship Road, Friendship 24: No comment. Public sewer.

Item 11, 402 McConnell Drive, Matheny: No comment.

Item 12, 5953/5957/5963/5967 Pocahontas Drive, Zax: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)

emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

EMAIL Reader Advisory Notice: Email to and from a Georgia state agency is generally public record, except for content that is confidential under specific laws. Security by encryption is applied to all confidential information sent by email from the Georgia Department of Public Health (DPH). This message is only intended for specific recipient(s) and may contain privileged, private, or sensitive information. If you received this message in error, please delete it, and contact me.

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E < VChavers@dot.ga.gov>

Sent: Thursday, April 4, 2024 9:41 AM

To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)

Subject: RE: Tentative Planning Agenda for May 6, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Sent: Thursday, March 28, 2024 12:42 PM

Subject: Tentative Planning Agenda for May 6, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Here is the Tentative Agenda and Maps for the Monday, May 6, 2024 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by <u>Thursday</u>, <u>April 4th</u>. Email comments to Beth (<u>bgarmon@hallcounty.org</u>) and Ana (<u>adominguez@hallcounty.org</u>).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES - April 15, 2024

OLD BUSINESS

3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.

NEW BUSINESS

- 2. <u>0 Ridge Road | Variance | 16.50.040</u>. to reduce the required road frontage of 3 proposed lots | on a 5.98± acretract located on the west side of Ridge Road, approximately 1,855 feet from its intersection with Friendship Road (GA-347) | Zoned AR-III; Tax Parcel 08154 000002 | Proposed Use: 3-lot subdivision | * Commission District 1 | Scott Puckett, Inc., applicant No GDOT coordination required
- 3. 2182 Wildwood Drive | Variance | 17.240.010. to reduce the front yard setback | on a 0.82± acre tract located on the south side of Wildwood Drive, at its intersection with Wildwood Court | Zoned AR-III; Tax Parcel

- 15032F000051 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Nancy Sanchez, applicant No GDOT coordination required
- 4. 4807 Patterson Lane | Variance | 17.240.010. to reduce the front yard setback | on a 5.04± acre tract located on the south side of Patterson Lane, approximately 80 feet from its intersection with Price Road (GA-136) | Zoned AR-III; Tax Parcel 10053 000014 | Proposed Use: Accessory building | * Commission District 2 | The Master's Table Church, Inc., applicant No GDOT coordination required
- 5. 3742 Beaver Creek Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.81± acre tract located at the terminus of Beaver Creek Road, approximately 1,128 feet from its intersection with Timber Walk Drive | Zoned R-I; Tax Parcel 10121A000042 | Proposed Use: Detached garage | * Commission District 2 | Phillip Kevin Turner, applicant No GDOT coordination required
- 6. 4099 Runnel Hill | Variance | 17.270.070.A.2. to increase the maximum height of a monument sign | on a 6.28± acre tract located on the east side of Wahoo Falls Trace, at its intersection with Runnel Hill | Zoned PRD; Tax Parcel 10100 000174 | Proposed Use: Monument sign | * Commission District 2 | Cody Kephart, applicant No GDOT coordination required
- 7. <u>5656 Hog Mountain Road | Variance | 17.240.010.</u> to reduce the left side yard setback | on a 1.00± acre tract located on the west side of Hog Mountain Road, approximately 1,155 feet from its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 08136 000001A | Proposed Use: Residential addition | * Commission District 1 | Timothy J. Morgan, applicant No GDOT coordination required
- 8. 4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant No GDOT coordination required
- 9. 2216 Barnes Drive | Variance | 17.240.010. to reduce the right side yard setback | on a 0.38± acre tract located on the west side of Barnes Drive, approximately 344 feet from its intersection with Floyd Road | Zoned R-II; Tax Parcel 15032C000023 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Marvin Mairena, applicant No GDOT coordination required
- 10. (A) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the front yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 675 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant
 (B) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the left side yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant
 (C) 1631 Friendship Road | Variance | 17.420.060.1.ii. to increase the maximum height of a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 15039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant No GDOT coordination required- Sign must not encroach on GDOT right-of-way. A minimum 1' offset is required from the property line, including the footing.
- 11. 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | ** Commission District 4 | Randy Matheny, applicant No GDOT coordination required
- 12. 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | ** Commission District 2 | Kimberly Zax, applicant No GDOT coordination required

^{*}The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, June 13, 2024 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, June 13, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-ingeorgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435

From: Bill Nash, Director of Public Works and Utilities

GAINESVILLE, GA 30503

Date: April 4, 2024

t: 770.531.6800 | f: 770.531.3945

May 6, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 6, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

Subject:

- 1. 3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.
 - **a.** Engineering: we do not have authority to get in the 25' buffer that would be the EPD.
 - Isn't there a project to widen the road? What is that going to do with ROW. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
 - b. Traffic: No comment.
 - Utilities: Applicant needs to confirm location of septic system to ensure there is no conflict.

NEW BUSINESS

- 2. <u>0 Ridge Road | Variance | 16.50.040</u>. to reduce the required road frontage of 3 proposed lots | on a 5.98± acre tract located on the west side of Ridge Road, approximately 1,855 feet from its intersection with Friendship Road (GA-347) | Zoned AR-III; Tax Parcel 08154 000002 | Proposed Use: 3-lot subdivision | * Commission District 1 | Scott Puckett, Inc., applicant
 - **a. Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
 - Show FEMA and Hall County studied Flood plains that are present on site As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
 - **b.** Traffic: Provide sight distance on all drives.
 - c. Utilities: No comment
- 3. 2182 Wildwood Drive | Variance | 17.240.010. to reduce the front yard setback | on a 0.82± acre tract located on the south side of Wildwood Drive, at its intersection with Wildwood Court | Zoned AR-III; Tax Parcel

15032F000051 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Nancy Sanchez, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

4. 4807 Patterson Lane | Variance | 17.240.010. to reduce the front yard setback | on a 5.04± acre tract located on the south side of Patterson Lane, approximately 80 feet from its intersection with Price Road (GA-136) | Zoned AR-III; Tax Parcel 10053 000014 | Proposed Use: Accessory building | * Commission District 2 | The Master's Table Church, Inc., applicant

a. Engineering: Need to do maintenance on stormwater BMP

b. Traffic: No commentc. Utilities: No comment

5. 3742 Beaver Creek Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.81± acre tract located at the terminus of Beaver Creek Road, approximately 1,128 feet from its intersection with Timber Walk Drive | Zoned R-I; Tax Parcel 10121A000042 | Proposed Use: Detached garage | * Commission District 2 | Phillip Kevin Turner, applicant

a. Engineering: Show drainage easement

b. Traffic: No commentc. Utilities: No comment

6. 4099 Runnel Hill | Variance | 17.270.070.A.2. to increase the maximum height of a monument sign | on a 6.28± acre tract located on the east side of Wahoo Falls Trace, at its intersection with Runnel Hill | Zoned PRD; Tax Parcel 10100 000174 | Proposed Use: Monument sign | * Commission District 2 | Cody Kephart, applicant

a. Engineering: No commentb. Traffic: No commentc. Utilities: No comment

7. 5656 Hog Mountain Road | Variance | 17.240.010. to reduce the left side yard setback | on a 1.00± acre tract located on the west side of Hog Mountain Road, approximately 1,155 feet from its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 08136 000001A | Proposed Use: Residential addition | * Commission District 1 | Timothy J. Morgan, applicant

a. Engineering: Stream buffers along with creek

b. Traffic: No commentc. Utilities: No comment

8. 4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-

283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

9. 2216 Barnes Drive | Variance | 17.240.010. to reduce the right side yard setback | on a 0.38± acre tract located on the west side of Barnes Drive, approximately 344 feet from its intersection with Floyd Road | Zoned R-II; Tax Parcel 15032C000023 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Marvin Mairena, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

10. (A) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the front yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 675 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

(B) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the left side yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

(C) 1631 Friendship Road | Variance | 17.420.060.1.ii. to increase the maximum height of a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 15039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

a. Engineering: No comment.

b. Traffic: No GA D.O.T. access permit required.

c. Utilities: No gravity sewer at site

11. 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | **
Commission District 4 | Randy Matheny, applicant

a. Engineering: No commentb. Traffic: No commentc. Utilities: No comment

- 12. 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | ** Commission District 2 | Kimberly Zax, applicant
 - **a.** Engineering: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
 - b. Traffic: Proper sight distance required for each driveway
 - c. Utilities: No gravity sewer







AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

REPORT TO: Work Session (06/10/24)

REPORT TO: Voting Meeting (06/13/24)

ITEM NO: 330/2024

4199 Perry Drive | Appeal a Planning Commission Decision for a

SUBJECT: Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet

from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | **Proposed Use: Detached garage** | Commission District 3 | **Nicholas DiQuollo, applicant; George E. Lee, appellant**

Meetings:

Work Session Date: 06/10/24 Voting Meeting Date: 06/13/24

Executive Summary:

Presenter: BG

Recommendation:Approval, with conditions:

- 1. The property shall be developed in accordance with the site plan submitted on March 9, 2024, with the left side yard setback being reduced from 10 feet to 5 feet from the property line.
- 2. All conditions of zoning shall be made part of any plats created for the property.
- 3. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 4. Foundation to be staked by surveyor prior to issuance of building permit.

Purpose of Request:

History:

4199 Perry Drive | Appeal a Planning Commission Decision for a Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 |

Proposed Use: Detached garage | Commission District 3 | **Nicholas DiQuollo, applicant; George E. Lee, appellant**

Facts and Issues: Options:

Funding Requested \$ 0.00 Are funds within current budget? Νo

Source of Funds

Does the action involve a Resolution, Ordinance, Contract,

No Agreement, etc.? Has it been reviewed by the County Attorney? Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Attorney	Administration
AD	JR	JL	JR
	Cle	erk	
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Attachments:

Board Memo

Recommendation Report

Application for Appeal

Application

Narrative

Site Plan

Aerial View of Property - with proposed variance

Maps

Deed

Environmental Health Comments

GDOT Comments

Public Works Comments

Fire Comments

Public Comments

Notice Sign Photo



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

To: Richard Higgins, Chairman

Kathy Cooper, District 1 Commissioner Billy Powell, District 2 Commissioner Gregg Poole, District 3 Commissioner Jeff Stowe, District 4 Commissioner

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

From: Beth Garmon, Assistant Director of Planning &

Development

t: 770.531.6809 | f: 770.531.3902

Date: March 11, 2024

PLANNING AND DEVELOPMENT DIRECTOR Randi Doveton Subject: 4199 Perry Drive | Appeal a Planning Commission

Decision for a Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract | **Proposed Use: Detached garage** | **Commission District 3** |

Nicholas DiQuollo, applicant; George E.

Lee, appellant

ASSISTANT DIRECTOR
Beth Garmon

The request before you is the **appeal of George E. Lee** of the May 6, 2024 Hall County Planning Commission decision to reduce the left side yard setback to allow a detached garage. This item is located within Commission District 3.

At their May 6, 2024 meeting, the Hall County Planning Commission voted to recommend approval with four (4) conditions (5-0).

Staff recommendation: **Approval, with conditions,** as a hardship exists pursuant to the criteria of 2.60.030.

There were ten (10) comments submitted in advance of the Planning Commission meeting and two (2) people spoke in opposition during the public hearing.

Had the Planning Commission **not been appealed,** their decision would have been the **final action**.

- **Approving** the appeal **overturns** the Planning Commission decision and **denies** the variance requests.
- **Denying** the appeal **upholds** the Planning Commission decision and **approves** the variance requests.

Planning Commission Approval Conditions are listed below:

- 1. The property shall be developed in accordance with the site plan submitted on March 9, 2024, with the left side yard setback being reduced from 10 feet to 5 feet from the property line.
- 2. All conditions of zoning shall be made part of any plats created for the property.
- 3. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 4. Foundation to be staked by surveyor prior to issuance of building permit.

HALL COUNTY PLANNING COMMISSION RECOMMENDATION REPORT

Planning Commission Conditions:

- 1. The property shall be developed in accordance with the site plan submitted on March 9, 2024, with the left side yard setback being reduced from 10 feet to 5 feet from the property line.
- 2. All conditions of zoning shall be made part of any plats created for the property.
- 3. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 4. Foundation to be staked by surveyor prior to issuance of building permit.

Excerpts from the minutes of the May 6, 2024 meeting

Applicant's Presentation:

Katie Greenway, Planning and Zoning Administrator, presented a summary of the request.

Nicholas DiQuollo, 4199 Perry Drive, Gainesville, presented the request. The applicant stated that they attempted to place the detached garage in the back yard but it cannot be done due to the placement of the septic tank.

Public Forum:

Sam Bagwell, 330 Northside Drive, Gainesville, spoke in opposition. Concerns were placement of the detached garage within the side setback and lack of hardship.

George Lee, 4193 Perry Drive, Gainesville, spoke in opposition. Concerns were placement of the detached garage and impact to his property value.

Planning Commission Comments:

Mr. Braswell stated that nine letters of support were submitted by neighbors. Mr. Hunt stated that the applicant should ensure that his silt fence is not located on his neighbor's property. The applicant stated that his property was inspected, approved, and the silt fence has been taken down. Mr. Hunt stated that the new retaining wall is allowed to be close to the property line but not over the line. The applicant states that the issue with the location of the garage is due to the turning radius into the garage.

<u>Motion:</u> A motion to approve, with conditions was made by Mr. Hunt and seconded by Ms. Pilcher. Vote: 5-0

Conditions:

- 1. The property shall be developed in accordance with the site plan submitted on March 9, 2024, with the left side yard setback being reduced from 10 feet to 5 feet from the property line.
- 2. All conditions of zoning shall be made part of any plats created for the property.
- 3. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
- 4. Foundation to be staked by surveyor prior to issuance of building permit.

Staff recommends APPROVAL of the applicant's request, with the following conditions:

- 1. The property shall be developed in accordance with the site plan submitted on March 9, 2024, with the left side yard setback being reduced from 10 feet to 5 feet from the property line.
- 2. All conditions of zoning shall be made part of any plats created for the property.
- 3. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy, or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

Summary Analysis

The applicant is requesting a left side yard setback variance from 10 feet to 5 feet from the property line for the construction of a detached garage. The property measures approximately 0.26± acres and is located within the Vacation Cottage (V-C, 17.50) zoning district. The property is currently developed with a single-family residence that was built in 2006 under residential building permit RES2005-01664.

Per the submitted site plan, the applicant intends to build a 22 foot by 24 foot two-car detached garage on the east side of the existing residence. The applicant states in the Statement of Hardship that there are significant limitations on the buildable area available due to the location of the septic system, the small lot size, and the location of the existing residence.

One (1) **variance** related to the left side yard setback requirements will be required if the site plan, as presented, if approved.

- Left side yard setback requirement of 10 feet from the property line as found in Table 17.240.010 for the Vacation Cottage (V-C, 17.50) District
 - The applicant is proposing a left side yard setback of 5 feet from the property line.

Zoning Analysis

The Planning Commission is hereby authorized to grant variances from the strict application of this Resolution upon proof by a preponderance of the evidence 2.60.030.J provided the request meets the criteria set forth in 2.60.030.K.

 There are extraordinary and exceptional conditions pertaining to the lot in question because of its size, shape, or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); The subject parcel's buildable area is severely limited by the location of the septic system, the existing dwelling, and the lot size.

- The application of the requirements of Title 17 to this particular piece of property would create an
 unusual hardship; The buildable area of the lot restricts the applicant's ability to construct the
 two-car detached garage as proposed.
- Such conditions are peculiar to the particular piece of property involved and are not common to
 other properties in the neighborhood; The parcel is similar to other parcels in the surrounding
 neighborhood; of note, two properties in the surrounding neighborhood were granted variances
 for similar uses.
 - 4217 Perry Drive, located approximately 369 feet northwest from the subject parcel, was granted approval to vary the right side yard setback from 10 feet to 5 feet on December 3, 2007 (VAR2007-00041).
 - 4223 Perry Drive, located approximately 533 feet northwest from the subject parcel, was granted approval to vary the left side yard setback from 10 feet to 6 feet on May 4, 2020 (VAR2020-00009)
- 4. Such conditions are not the result of any actions of the property owner; The property owner purchased the lot in 2000. The proposed construction of a two-car detached garage would be a direct action of the property owner.
- 5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Title 17; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by Title 17 or for a conditional use which has been denied by the county planning commission. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of Title 17.

Development Support and Constraints

Hall County Environmental Health

In an email dated April 2, 2024, Emily McGahee stated "All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system."

Hall County Fire Marshal

In an email dated April 3, 2024, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "No comments as proposed."

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated April 4, 2024, Director Bill Nash stated the following:

Engineering:

No comment.

Traffic:

No comment	
Utilities:	

No comment.

Georgia Department of Transportation

In an email dated April 4, 2024, Veronica Chavers, D1TO Civil Engineer III, stated "No GDOT coordination required."



Hall County Government Planning Department

Application for Appeal

Per §17.370.010, the public shall have the right to appeal a decision made by the Planning Commission before the Board of Commissioners.

In order to file an appeal, the appellant must submit a written notice of appeal within thirty working days of the Planning Commission decision to the Planning Department. The appellant must submit justification and reasons for the appeal along with a \$200 appeal fee (cash or check).

Please fill out the following information:

Name	George E. Lee
Address	4183 Perry Drive, Gainesville, GA 30506
Phone Number	(404) 502-1613
Email	glee@leelawusa.com
	oplication and date of meeting for which appeal is requested. e/ Variance Nicholas Diquollo, Applicant Date May 6, 2024
· · · · · · · · · · · · · · · · · · ·	for which appeal is requested:
	X Variance Sign Variance Use Subject to Planning Commission
	Use Subject to County Commission Rezoning
Justification and rea	ason(s) for filing this appeal (attach additional sheets if necessary):
See Attached.	
.	
Signature	GE Co. Date 5/5/262
For staff use only:	
Action	Date Tax Parcel Number

The Hall County Code of Ordinances states that a variance shall be granted where the applicant shows that a denial of the variance request 'would result in unnecessary and undue hardship to the applicant'. Black's Law Dictionary defines 'unnecessary and undue hardship in the zoning context as follows:

'zoning regulation that is unreasonable and deprives an owner of his basic property rights and interferes with the economic use of the property.'

At no point in his application did the applicant allege that he would be deprived of his basic property rights. He merely states that he is seeking a better 'turning radius' out of his garage. Nowhere does he allege that a garage could not be built on his property without this variance. The Planning Commission made not finding of 'unnecessary and undue hardship in this matter.

In opposition to this application I submitted statements from three real estate experts stating that the granting of this variance would have a significant and detrimental effect on my property values. The applicant has submitted nine identical letters from residents on Perry Drive stating they would not oppose the variance request. None of these neighbors can even see the property in question.

For these reasons I respectfully request that this variance application be denied.

Al Cea

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PLANNING AND DEVELOPMENT DEPARTMENT

2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA. 30504 WAILING ADDRESS: FO BOX 1435, GAINESVILLE, GA 30503 770-531-6809 1 ft 770-531-3902

HALL COUNTY We have it all in Hall

VARIANCE APPLICATION

VARIANCE (VARIANCE)	Property Owner	(Name and Mailing Address)
Applicant (Name and Mailing Address)		
Nicholas & Kaver DiQuello		(5 ana)
4199 Perry Drive		
Grovesville, GA 30506	Phone	(same)
848-275-7736		(same)
1 11 (a) amail, com		
to of Property 4/199 Perty VIVI		
Present Zoning \(\frac{1}{C} \) Existing Structures \(\frac{Res/c}{Res/c} \)	deptial Ho	ome
riesch Zonng		
	Front Yard	From ft. to ft. From ft. to ft. From ft. to ft.
Type of Appeal: Setback Variance	Right Side Yard Left Side Yard	From 10 ft. to <u>5</u> π.
	Rear Yard	From ft. to ft. From ft. to ft.
Road Frontage Variance	Road Frontage Sign Area	From ft. to ft.
Sign Variance	Sign Height	From ft. to ft. Terms Agreement
Hardship Mobile Home	Doctor's Letter	
		Hardship Mobile Home:
/ Diet of Property	Site Plan	Lunderstand that if granted, the mobile
Supporting Documents: V Plat of Property Deed of Property —	Floor Plans	home must be removed from the property when my hardship ceases to exist.
	Other	
		(Signature)
ee (Must be paid for application to be complete): \$ _		
		hest of my knowledge.
hereby certify that the above information is true	& correct to the	2/24
		Date 2/29/41
ign ////////////////////////////////////		
hereby withdraw this application.		
ign		Date
ff Use Only		
olication Date:	Taken by:	
ntative Planning Commission Date:	If Appealed Coun	nty Commission Date:
nty Commission District:		

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner,

for all zoning actions. OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government
- (3) The name and official position of the local government official to whom the campaign contribution was
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
 - (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the	above and that:				
	I have**	I have not_V			
within the two years immediately p to any local government official inv		nade any contrib or consideration	of this appli	gregating \$250.00 or regation.	1
**If you have made such contribut this application.	ions, you must provid	Je lile data roge			
			Office:		
Name of Official(s):					
Dollar Amount:			Date of Co	ntribution.	
Applicant's/Owner's Signature:/	11/1/1		Date:	2/24/24	
Applicant's/Owner's Name (Printed	- 1 /	s Diau	0110		

Revised September 2

STATEMENT OF HARDSHIP

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

Describe how each situation listed below relates to your application:

Describe now each situation notes
There are extraordinary and exceptional conditions pertaining to the particular piece of property in question There are extraordinary and exceptional conditions pertaining to the particular piece of property in question There are extraordinary and exceptional conditions pertaining to the particular piece of property in question
1. There are extraordinary and exceptional conditions pertaining to the particular picco of the lot and not to a because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a
because of its size, snape of topography (the file of the size)
personal or economic hardship). The trapezoid shape of our bot, 75' minimal width and ususable and The trapezoid shape of our bot, 75' minimal width and ususable and The trapezoid shape of our bot, 75' minimal width and ususable and The trapezoid shape of our bot, 75' minimal width and ususable and
The trapetoid stage of the sentic system forces me to build
The trapezoid shape of our bot, 75 minimal whath and abuston to build an accessible back yard (due to the septic system) forces me to build on the property in front of our house
At the mould create an unusual nature.
2. The application of the requirements of this resolution to this particular property would create and care (and we would be unable to experience the benefits of having our cars (and the would be unable to experience the benefits of having our cars (and the would be unable to experience the benefits of having our cars (and the would be unable to experience the benefits of having our cars (and the would be unable to experience the benefits of the property owners on the
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neighborhood. That is, the application of the regulator trouble special or their vehicles, 4223 others in the neighborhood. Most lots are 75' wide and many have garages/covers for their vehicles, 4223
Most lots are 75' wide and many have garages tooks for requesting a left side and 4217 have similar approved variances. I am simply requesting a left side
4. Such conditions are not the result of any actions of the property owner.
4. Such conditions are not the result of any actions of the property owner. My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by minimum My request for a left side variance from 10' to 5' is optimized by mi
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5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this
5. Relief, if granted, would not cause substantial detriment to the public good of impair to pull find a structure that is resolution provided; however, that no variance may be granted for a use of land or building or structure that is resolution provided; however, that no variance may be granted for a use of land or building or structure that is resolution provided; however, that no variance may be granted for a use of land or building or structure that is
resolution provided; however, that no variance may be granted for a disc of fairle and special privilege that is denied prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied prohibited by this resolution.
prohibited by this resolution. For example, granting the come zoning district
by this regulation to other property in the same zoning district. By this regulation to other property in the same zoning district.
by this regulation to other property in the same zoning district. We will receive no special priviledge relative to similar variance approvals that have been granted to at least two of my reightors
approvals that have been granted to a thing to at weighbors
approvals that have been grantled to at real the pumber of neighbors
I hereby certify that the above information and all attached information is true and correct.
1/1//
pplicant / Date 3/4/24
pplically // C
* Additional Hardship Summer Juploaded Revised September:
Revised September:

Request for Variance

Nicholas and Karen DiQuollo 4199 Perry Drive, Gainesville, GA 30506

March 5, 2024

Statement of Hardship Summary

In support of our request for a property left side variance from 10' to 5' to construct a simple two car garage (per plan attached with the variance documentation) we offer the following details below:

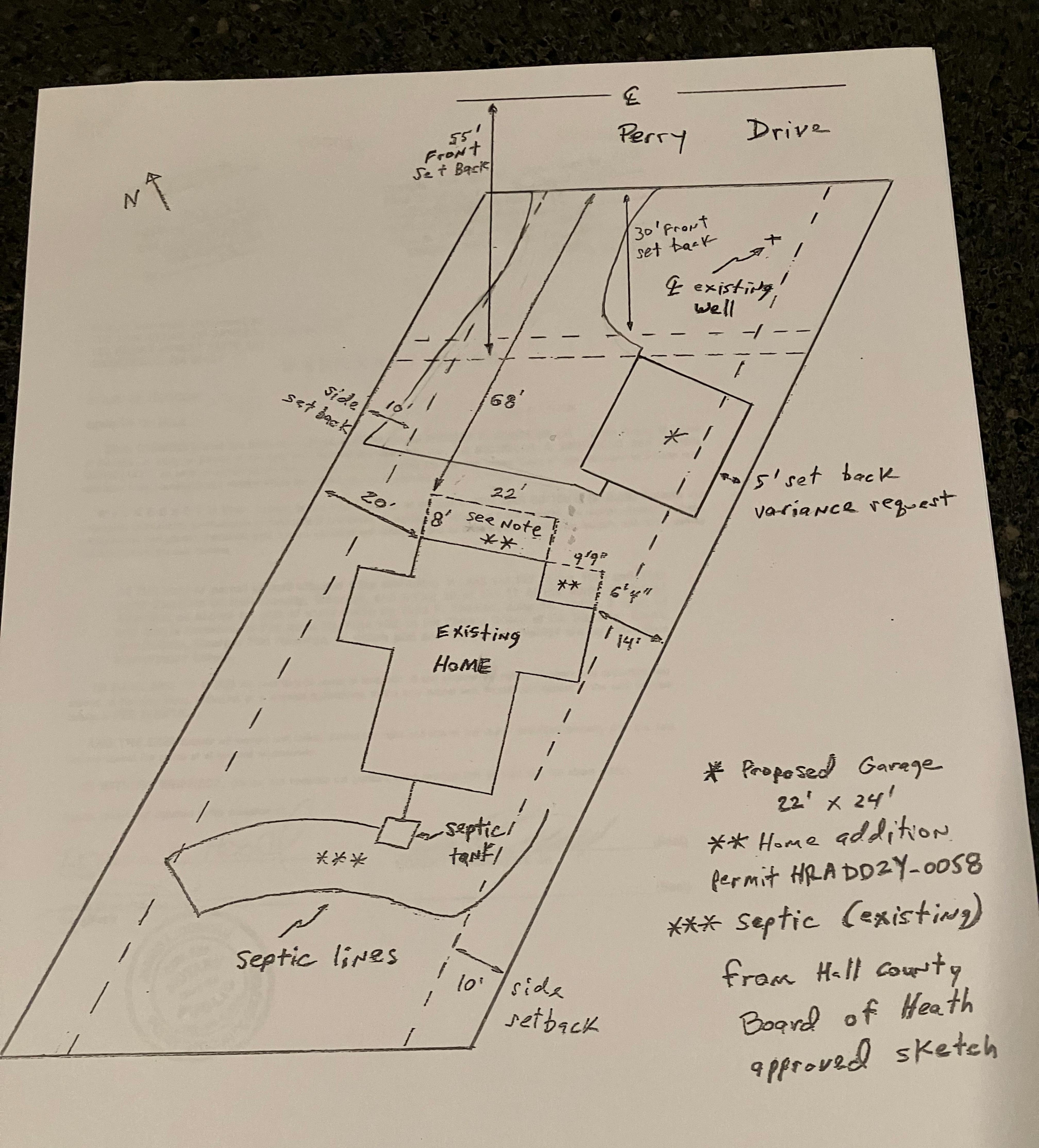
Like many other homeowners, we would like to build a simple two car garage to secure our vehicles, protect them from the elements and provide safe entry to our vehicles. We have thoughtfully considered the size and placement of the proposed garage to minimize impacts to our neighbors and county requirements.

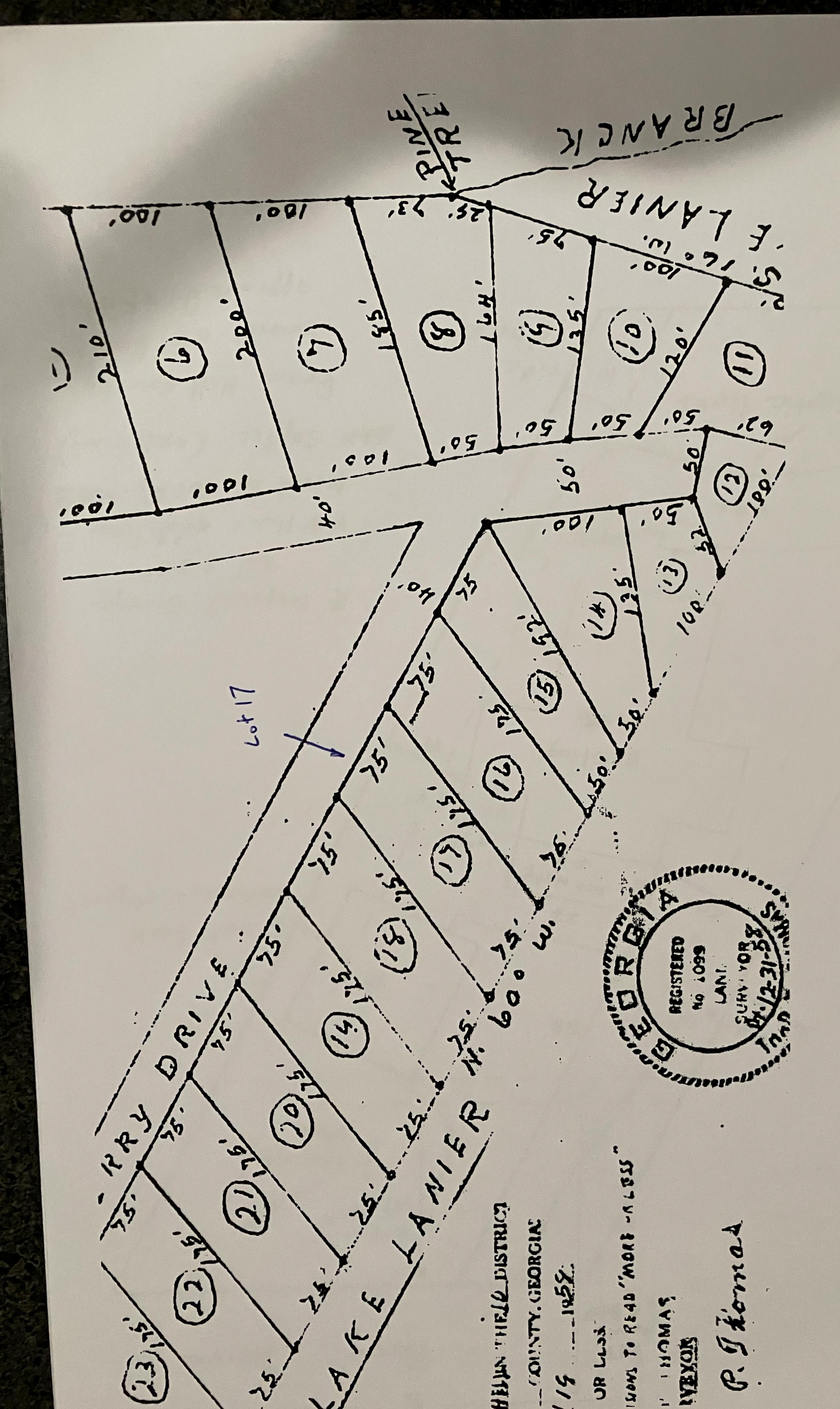
Site conditions that include our septic tank and field lines render the back yard area behind our house unusable and inaccessible for a garage. In addition, we need to allow clearance for periodic septic system maintenance and repair. In considering the front yard, the narrow width (75' across) of our lot and nearly all of the subdivision lots, forced us to minimize the garage size while ensuring the ability to safely maneuver vehicles in and out of the garage. The placement of our proposed garage minimizes this variance request to just the left side of the property while maintaining the front setback(s).

In addition, please note that our subdivision (Harold Welchel) includes a small number of homes (approximate 20 +/-) of which two properties have similar approved variances and structures in place. These property addresses are: 4217 Perry Drive and 4223 Perry Drive. Our request is not setting a precedent or impacting current practices. The closest structure to our property left side boundary is approximately 125' away.

Thank you,

Nicholas and Karen DiQuollo





LEGET 8= binazus I I AH = amenytruro 380 = vtruro 380 COO = tvasc vase voweiva INITH anine milos 150

1"= 40"



4199 Perry Dr.

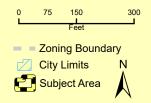


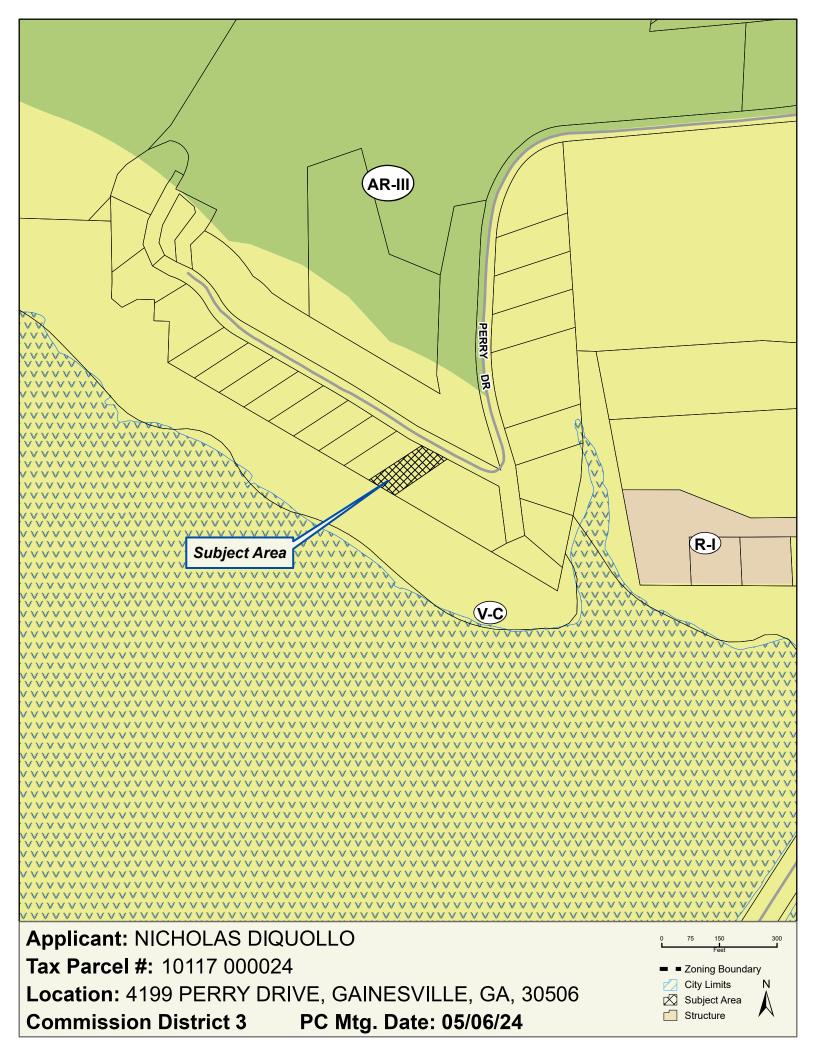
Applicant: NICHOLAS DIQUOLLO

Tax Parcel #: 10117 000024

Location: 4199 PERRY DRIVE, GAINESVILLE, GA, 30506

Commission District 3 PC Mtg. Date: 05/06/24







024369

05-06-2024 | Item 8

BY .

20 00 at 2:30 P m. Recorded in: DWIGHT S. WOOD, CLERK, by:_____ 13858, 13859

Return Recorded Document to: THE LAW OFFICE OF JAMES L. DUNCAN 200 BROAD STREET SUITE 101 GAINESVILLE, GA 30501 WARRANTY

STATE OF GEORGIA

COUNTY OF HALL

File #: T-1405

This Indenture made this 31st day of August, 2000 between ROBERT E. ANDREWS JR , of the County of , State of Georgia, as party or parties of the first part, hereinunder called Grantor, and NICHOLAS A. DIQUOLLO and KAREN DIQUOLLO, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land situated lying and being in Land Lot 117 in the 10th and 11th Land Districts of Hall County, Georgia, and being all of Lot 17 of the lands of Harold Whelchel as shown on plat of same made by Thad P. Thomas, June 19, 1958. A copy of said plat is recorded in Plat Book 20, Page 103, in the Clerk's Office of the Superior Court, Hall County, Georgia Plat Records, to which plat and the record thereof are by reference incorporated herein.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of: /

Notary/Public

ROBERT E. ANDREWS JR

(Seal)

(Seal)

Anael Dominguez (CDI: Planning)

Emily McGahee (Environmental Health) From: Sent:

Tuesday, April 2, 2024 12:06 PM

To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI:

Planning)

Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)

Subject: HCPC Tentative Agenda 5.6.24

Please find Environmental Health comments below:

Item 1, 3428 Cagle Road, Bishop: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 0 Ridge Road, Puckett: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 3, 5182 Wildwood Drive, Sanchez: No comment.

Item 4, 4807 Patterson Lane, Master's Table Church: All proposed structures must meet all commercial permitting requirements and required setbacks to existing septic system. Further determination will be made during the permit review process.

Item 5, 3742 Beaver Creek Road, Turner: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available.

Item 6, 4099 Runnel Hill, Kephart: No comment. Public sewer.

Item 7, 5656 Hog Mountain, Morgan: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Septic records indicate that the proposed addition is over the existing septic system. The system will be required to be relocated prior to approval of the structural addition. Valid septic repair permit issued on March 7, 2024.

Item 8, 4119 Perry Drive, DiQuollo: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 9, 2216 Barnes Drive, Mairena: No comment. Porch approved June 30, 2023.

Item 10A-C, 1631 Friendship Road, Friendship 24: No comment. Public sewer.

Item 11, 402 McConnell Drive, Matheny: No comment.

Item 12, 5953/5957/5963/5967 Pocahontas Drive, Zax: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973 (phone)

emcgahee@hallcounty.org

http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website & Forms)

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Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E < VChavers@dot.ga.gov>

Sent: Thursday, April 4, 2024 9:41 AM

To: Anael Dominguez (CDI: Planning); Beth Garmon (CDI: Planning)

Subject: RE: Tentative Planning Agenda for May 6, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See responses in red, below.

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>

Sent: Thursday, March 28, 2024 12:42 PM

Subject: Tentative Planning Agenda for May 6, 2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Here is the Tentative Agenda and Maps for the Monday, May 6, 2024 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by <u>Thursday</u>, <u>April 4th</u>. Email comments to Beth (<u>bgarmon@hallcounty.org</u>) and Ana (<u>adominguez@hallcounty.org</u>).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES - April 15, 2024

OLD BUSINESS

3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road | on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.

NEW BUSINESS

- 2. <u>0 Ridge Road | Variance | 16.50.040</u>. to reduce the required road frontage of 3 proposed lots | on a 5.98± acretract located on the west side of Ridge Road, approximately 1,855 feet from its intersection with Friendship Road (GA-347) | Zoned AR-III; Tax Parcel 08154 000002 | Proposed Use: 3-lot subdivision | * Commission District 1 | Scott Puckett, Inc., applicant No GDOT coordination required
- 3. 2182 Wildwood Drive | Variance | 17.240.010. to reduce the front yard setback | on a 0.82± acre tract located on the south side of Wildwood Drive, at its intersection with Wildwood Court | Zoned AR-III; Tax Parcel

- 15032F000051 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Nancy Sanchez, applicant No GDOT coordination required
- 4. 4807 Patterson Lane | Variance | 17.240.010. to reduce the front yard setback | on a 5.04± acre tract located on the south side of Patterson Lane, approximately 80 feet from its intersection with Price Road (GA-136) | Zoned AR-III; Tax Parcel 10053 000014 | Proposed Use: Accessory building | * Commission District 2 | The Master's Table Church, Inc., applicant No GDOT coordination required
- 5. 3742 Beaver Creek Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.81± acre tract located at the terminus of Beaver Creek Road, approximately 1,128 feet from its intersection with Timber Walk Drive | Zoned R-I; Tax Parcel 10121A000042 | Proposed Use: Detached garage | * Commission District 2 | Phillip Kevin Turner, applicant No GDOT coordination required
- 6. 4099 Runnel Hill | Variance | 17.270.070.A.2. to increase the maximum height of a monument sign | on a 6.28± acre tract located on the east side of Wahoo Falls Trace, at its intersection with Runnel Hill | Zoned PRD; Tax Parcel 10100 000174 | Proposed Use: Monument sign | * Commission District 2 | Cody Kephart, applicant No GDOT coordination required
- 7. <u>5656 Hog Mountain Road | Variance | 17.240.010.</u> to reduce the left side yard setback | on a 1.00± acre tract located on the west side of Hog Mountain Road, approximately 1,155 feet from its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 08136 000001A | Proposed Use: Residential addition | * Commission District 1 | Timothy J. Morgan, applicant No GDOT coordination required
- 8. 4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant No GDOT coordination required
- 9. 2216 Barnes Drive | Variance | 17.240.010. to reduce the right side yard setback | on a 0.38± acre tract located on the west side of Barnes Drive, approximately 344 feet from its intersection with Floyd Road | Zoned R-II; Tax Parcel 15032C000023 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Marvin Mairena, applicant No GDOT coordination required
- 10. (A) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the front yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 675 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant
 (B) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the left side yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant
 (C) 1631 Friendship Road | Variance | 17.420.060.1.ii. to increase the maximum height of a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 15039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant No GDOT coordination required- Sign must not encroach on GDOT right-of-way. A minimum 1' offset is required from the property line, including the footing.
- 11. 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | ** Commission District 4 | Randy Matheny, applicant No GDOT coordination required
- 12. 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | ** Commission District 2 | Kimberly Zax, applicant No GDOT coordination required

^{*}The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, June 13, 2024 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, June 13, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-ingeorgia. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435

From: Bill Nash, Director of Public Works and Utilities

GAINESVILLE, GA 30503

Date: April 4, 2024

t: 770.531.6800 | f: 770.531.3945

May 6, 2024 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 6, 2024 meeting. Upon review, we provide the following comments.

OLD BUSINESS

Subject:

- 1. 3428 Cagle Road | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of road to 40 feet from centerline of road on a 0.57± acre parcel located on the south side of Cagle Road, approximately 810 feet from its intersection with Ridge Drive | Zoned R-I, Tax Parcel 09106A002019 | Proposed Use: residential addition | * Commission District 3 | Lee Bishop, applicant.
 - **a.** Engineering: we do not have authority to get in the 25' buffer that would be the EPD.
 - Isn't there a project to widen the road? What is that going to do with ROW. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
 - b. Traffic: No comment.
 - Utilities: Applicant needs to confirm location of septic system to ensure there is no conflict.

NEW BUSINESS

- 2. <u>0 Ridge Road | Variance | 16.50.040</u>. to reduce the required road frontage of 3 proposed lots | on a 5.98± acre tract located on the west side of Ridge Road, approximately 1,855 feet from its intersection with Friendship Road (GA-347) | Zoned AR-III; Tax Parcel 08154 000002 | Proposed Use: 3-lot subdivision | * Commission District 1 | Scott Puckett, Inc., applicant
 - **a. Engineering:** Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
 - Show FEMA and Hall County studied Flood plains that are present on site As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
 - **b.** Traffic: Provide sight distance on all drives.
 - c. Utilities: No comment
- 3. 2182 Wildwood Drive | Variance | 17.240.010. to reduce the front yard setback | on a 0.82± acre tract located on the south side of Wildwood Drive, at its intersection with Wildwood Court | Zoned AR-III; Tax Parcel

15032F000051 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Nancy Sanchez, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

4. 4807 Patterson Lane | Variance | 17.240.010. to reduce the front yard setback | on a 5.04± acre tract located on the south side of Patterson Lane, approximately 80 feet from its intersection with Price Road (GA-136) | Zoned AR-III; Tax Parcel 10053 000014 | Proposed Use: Accessory building | * Commission District 2 | The Master's Table Church, Inc., applicant

a. Engineering: Need to do maintenance on stormwater BMP

b. Traffic: No commentc. Utilities: No comment

5. 3742 Beaver Creek Road | Variance | 17.240.010. to reduce the front yard setback | on a 0.81± acre tract located at the terminus of Beaver Creek Road, approximately 1,128 feet from its intersection with Timber Walk Drive | Zoned R-I; Tax Parcel 10121A000042 | Proposed Use: Detached garage | * Commission District 2 | Phillip Kevin Turner, applicant

a. Engineering: Show drainage easement

b. Traffic: No commentc. Utilities: No comment

6. 4099 Runnel Hill | Variance | 17.270.070.A.2. to increase the maximum height of a monument sign | on a 6.28± acre tract located on the east side of Wahoo Falls Trace, at its intersection with Runnel Hill | Zoned PRD; Tax Parcel 10100 000174 | Proposed Use: Monument sign | * Commission District 2 | Cody Kephart, applicant

a. Engineering: No commentb. Traffic: No commentc. Utilities: No comment

7. 5656 Hog Mountain Road | Variance | 17.240.010. to reduce the left side yard setback | on a 1.00± acre tract located on the west side of Hog Mountain Road, approximately 1,155 feet from its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 08136 000001A | Proposed Use: Residential addition | * Commission District 1 | Timothy J. Morgan, applicant

a. Engineering: Stream buffers along with creek

b. Traffic: No commentc. Utilities: No comment

8. 4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-

283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

9. 2216 Barnes Drive | Variance | 17.240.010. to reduce the right side yard setback | on a 0.38± acre tract located on the west side of Barnes Drive, approximately 344 feet from its intersection with Floyd Road | Zoned R-II; Tax Parcel 15032C000023 | Proposed Use: Bring existing home into compliance | * Commission District 4 | Marvin Mairena, applicant

a. Engineering: No comment.b. Traffic: No commentc. Utilities: No comment

10. (A) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the front yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 675 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

(B) 1631 Friendship Road | Variance | 17.270.040.E. to reduce the left side yard setback for a monument sign | on a 24.23± acre tract located on the north side of Friendship Road (GA-347), approximately 745 feet from its intersection with Corners Drive | Zoned PCD (GCOD); Tax Parcel 150039 000012B | Proposed Use: Monument sign | * Commission District 1 | Friendship 24, LLC, applicant

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a. Engineering: No comment.

b. Traffic: No GA D.O.T. access permit required.

c. Utilities: No gravity sewer at site

11. 402 McConnell Drive | Reestablishment of a nonconforming use | on a 0.22± acre tract located on the west side of McConnell Drive, approximately 186 feet from its intersection with Mimosa Street | Zoned R-II, Tax Parcel 00133 010011 | Proposed Use: Automobile repair and maintenance | **
Commission District 4 | Randy Matheny, applicant

a. Engineering: No commentb. Traffic: No commentc. Utilities: No comment

- 12. 5953, 5957, 5961, 5963 & 5967 Pocahontas Drive | Amend conditions of zoning | on a 5.28± acre tract located on the east side of Pocahontas Drive, at its intersection with Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 | Proposed Use: 5-lot subdivision | ** Commission District 2 | Kimberly Zax, applicant
 - **a.** Engineering: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6.
 - b. Traffic: Proper sight distance required for each driveway
 - c. Utilities: No gravity sewer

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)

Sent:Wednesday, April 3, 2024 3:04 PMTo:Anael Dominguez (CDI: Planning)Cc:Randi Doveton (CDI: Planning)

Subject: Fire Comments

Monday, May 6, 2024 Hall County Planning Commission Meeting.

4199 Perry Drive | Variance | 17.240.010. to reduce the left side yard setback | on a 0.26± acre tract located on the south side of Perry Drive, approximately 1,915 feet from its intersection with Mount Vernon Road (GA-283) | Zoned V-C; Tax Parcel 10117 000024 | Proposed Use: Detached garage | * Commission District 3 | Nicholas DiQuollo, applicant

The Hall County Fire Marshal's Office has no comments has proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1 Lieutenant, Hall County Fire Rescue Hall County Government

Main: 770-531-6838 | Cell: 404-597-0083

Website: www.Hallcounty.org



DiQuollo Variance: Support Letters

Le	etter of Support
DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506	
This letter is to confirm our support of th facilitate improvements to their home th	ne DiQuollo's left side variance request from 10' to 5' to nat will also enhance our neighborhood.
Our address is: 4237 Perry Drive, Gainess	
Kimberly Burns	4/10/27
Anna Language	4/10/24 Date 4/10/2024
Paul Adler	Date
	The second secon
	1

DiQuollo Variance Request

4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4223 Perry Drive, Gainesville, GA 30506

4/10/24 Date 4/10/24

DiQuollo Variance Request

4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4221 Perry Drive, Gainesville, GA 30506

William Flook

April 10, 2024

April 10, 2024

Date

DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4199 Perry Drive, Gainesville, GA 30506

Nicholas DiQuollo

- 4/17/24 Date

Karen DiQuollo

Date

DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4167 Perry Drive, Gainesville, GA 30506

Alan Lewis

Date

1) -

71

DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4203 Perry Drive, Gainesville, GA 30506

4/26/24 Date 4/26/24 Date

DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4249 Perry Drive, Gainesville, GA 30506

John Simonca

4/10/24 Date

Lordina Simonca

4/10/24 Date

DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4205 Perry Drive, Gainesville, GA 30506

Geoffrey Weidner

4/20/24 Date 9/20/24 Date

DiQuollo Variance Request 4199 Perry Drive Gainesville, GA 30506

This letter is to confirm our support of the DiQuollo's left side variance request from 10' to 5' to facilitate improvements to their home that will also enhance our neighborhood.

Our address is: 4201 Perry Drive, Gainesville, GA 30506

1

Chard Woyce 9 Date

330 Northside Drive, Gainesville, GA 30501

Jason A Kim Samuel R. Bagwell Joseph W. Sherman Phone: 770-538-5160 Fax: 770-538-5155

Hall County Planning Commission Via email

RE: HVAR24-0011 – DiQuollo – Variance Application – 4199 Perry Drive

Ladies and Gentlemen:

I represent Mr. George Lee, an adjacent property owner to the lot for which a variance is being sought. Mr. Lee strongly objects to the proposed variance. In support of his objection, we are attaching the following to this letter:

- 1. A letter from an experienced lake-property realtor, Lolah Figueredo, noting the impact of the proposed variance to the value of the lot adjacent to the proposed structure.
- 2. A letter from Mary Thompson, certified appraiser, objecting to the proposed variance, and distinguishing other comparable variances from the one proposed.
- 3. A Letter from a license loan officer regarding potential change in value to Mr. Lee's parcel if his development rights are impacted.
- 4. Photographs showing that, despite this application not yet being approved, the applicant's construction is already eroding and damaging Mr. Lee's property, as well as concrete construction far closer to the property line than even the variance would allow.

Additionally, the applicant's reliance on the distance to the closest residence (owned by Mr. Lee) is misplaced, as Mr. Lee has the right to build on the lot immediately adjacent to the applicant's lot (within current zoning and dimensional requirements), and that right, along with the value of any residence built, would be impacted if a variance is granted.

The applicant has owned his property for 24 years, with his residence having been in place for approximately 18 of those years. The property is (and has been) suitable for its intended use that entire time.

This property simply does not call for a deviation from the established guidelines for its zoning, and the Applicant's representations are simply incorrect.

A. There are no "extraordinary and exceptional" conditions. Most lots in this area are either undeveloped, or do not have the type of structure the Applicant is seeking to build. Despite the applicant's contentions, there is no trapezoid shape to the lot. It is the same width at the front as it is at the back. The shape of his lot is entirely consistent with the other lots in the community. There is nothing extraordinary or exceptional about the lot's size or shape. The applicant is not "forced to build" in his front yard, because he is not "forced" to build an additional structure at all. He is seeking an additional, unnecessary structure. While the desire for such structure is

- understandable, it is not necessary for the functioning of the property as a residential or VC lot, as evidence by the fact that it has been serving that purpose for the last 18 years
- B. There is no "unusual hardship," in that the vast majority of homes in this neighborhood do not have a garage like the one proposed by the Applicant. While the applicant may be "unable to experience the benefit of parking our cars protected from the elements," that is not a basis for deviating from the zoning dimensional requirements. This is not unusual for this neighborhood, nor is this inability depriving the applicant of any right "commonly" enjoyed by others in the neighborhood.
- C. There are no "conditions peculiar to the particular piece of property and not common to other properties in the neighborhood." Out of the approximately 20+ lots in this neighborhood, the Applicant only found two with variances allowing for a similar structure, and those (as noted by the appraiser) are distinct in their configuration from the structure proposed by the Applicant.
- D. Contrary to the Applicant's statement, the variance, if granted, will cause substantial detriment, and would impair the purposes of the current zoning ordinance and dimensional requirements. These setbacks and guidelines are in place to protect and enhance the property value to the property owners and for the tax base of Hall County. The Applicant's value, including the residence thereon, will remain the same if the variance is denied. George Lee's property value would be impacted in that any structure erected on his lot in the future would necessarily have to be configured to account for the applicant's encroachment into the setback. The existence of any structure as depicted in the Applicant's application would limit, even beyond the limitations of the zoning and dimensional requirements, Mr. Lee's use of his property. Additionally, the Applicant would be receiving a special privilege related to the other properties in the neighborhood, who do not enjoy the exception that the Applicant is seeking.

Thank you for your fair consideration and diligent application of the standards for whether an exemption or deviation from the dimensional requirements is warranted. In this case, the application should be denied.

Samuel R. Bagwell Atorney for George Lee



To: Hall County Planning Commission

Date: 4/28/2024

From: Mary Thompson-Certified Residential Appraiser – Acting in a Consulting Capacity to Mr. George Lee

Based upon information provided by Mr. George Lee regarding the neighbor's request to reduce the setback of his lot next door to Mr Lee's LAKEFRONT property, this is concerning as it could negatively impact the value of the lot that Mr. Lee owns next door.

Mr. Lee owns 3 lots one of which is small and the same size as his neighbor's lot. With reduced setback in place any structure built along this property line would not leave much room for any decent size residence without it appearing to be set right "on top" of the existing concrete wall and proposed garage. This situation would have a negative impact on the value of Mr Lee's lake lot.

The setback rules are in place for a reason. No structure should be able to be placed right on or closer to the property line than is already set by the County. If there was a fire involved with the garage, it could impact any structure on the other side of this garage and existing concrete wall which could impact Mr. Lee's property.

Mr. Lee is entitled to his entire property use and enjoyment with the setbacks which are already in place.

There is nothing about this application for a setback variance that would fall under extenuating circumstances. If you allow this variance then you open yourself up for more variance requests (with no good reason) to occur and your decisions could jeopardize owners property values. The lake homes on Perry Drive are already quite close together and having more structures up to or closer to the property line makes matters worse for the neighbors trying to sell next door to these properties with variances in place. Just because some neighbors have variances, does not mean everyone should now be entitled to a similar variance.

His neighbor notes the are 2 other variances in place on this street. The home at 4223 has an open 2 car carport which was added to the property, however based upon the courthouse records and plat, this structure is not as close to the line like the applicant proposes for his garage. The carport at 4223 only has 1 rear point of the carport closer to the line, which appears to be the reason for the variance, but the remainder of the carport is well off the setback due to its angle.

It appears that if the neighbor wants to build this garage, he could move it over further in front of his existing home just like the 4223 Perry Drive carport and then the setback variance would not be required. If this is not possible due to his existing concrete turn out on his driveway, he should consider an open carport which would easily allow him to move the proposed structure to comply with the setback. A carport will also protect vehicles as the applicant wants.

The applicant states that the closest structure on the left side is 125 feet away. That is because that structure is on 1 of the 3 lots owned by Mr. Lee. He also has the right to build on the lot up next to the applicants lot. With a garage structure and concrete wall so close to the line, as noted earlier, it impacts what can be built on Mr. Lee's lot. Anytime you are limited by what you can place on a lot, it impacts value in a negative way.

It is felt that the applicant can make changes to the plan to keep it within the setback required by the County.

To: Hall County Planning Commission From: Roxanne Jambor

Date: 05/01/2024

RE: Objection to Variance Request for Property at 4199 Perry Drive, Gainesville, GA

I am a licensed loan officer and have been closing loans in the State of Georgia for 32 years. I have personally visited 4183 Perry Drive, Gainesville, Georgia, and I am familiar with Mr. Lee's home, as well as the views of the lake, and the (3) lots Mr. Lee also owns next door.

I refinanced an existing loan secured by 4183 Perry Drive in 2021. At that time, Mr. Lee discussed with me his plans to obtain a new construction loan as well. We discussed his plans to build a second Lake House on his adjoining vacant lots, which will be "income producing" for him, and later, left to his Estate for his children and grandchildren and their heirs to benefit from.

By granting an additional five feet variance, it will adversely affect him financially:

- A) If he cannot build a home on his vacant lots period, thereby preventing him from having an income-producing property; and/or
- B) Having to reduce the square footage of the home he does build will lower the amount of rent he can collect; and
- C) Reduce the amount of rent he can collect if the new home he builds has less attractive views and is near other structures and offers less privacy due to the closer proximity to other homes.

Granting this variance will negatively impact Mr. Lee and his Estate financially for decades long after he is deceased. It is impossible to calculate a dollar amount.





Roxanne 'Rox' Jambor Loan Officer, Amp Mortgage

678.631.9709 404.449.1746

⊕ ampmortgage.com
□ rox@ampmortgage.com

2 1393 Prestige Valley drive Marietta, GA 30062

f MortgagesbyRox

MortgagesbyRox

in MortgagesbyRox



Lolah Figueredo, Realtor Coldwell Banker Realty 5192 Avalon Blvd Alpharetta, GA 30009 Lolah.figueredo@cbrealty.com 678-249-8779

May 1, 2023

Subject: Objection to Variance Request for Property at 4199 Perry Drive, Gainesville, GA 30506

Dear Hall County Officials:

I am writing to express my strong objection to the variance request for the property located at 4199 Perry Drive, Gainesville, GA 30506. As a licensed Realtor with 21 years of experience in Georgia, specializing in various real estate sectors including land, lake properties, investor real estate, new home construction, and resale real estate, I have a deep understanding of the local real estate market and its dynamics.

Having personally visited the property at 4183 Perry Drive, Gainesville, GA 30506 that neighbors the property, 4199 Perry Drive, Gainesville, GA and considering its lakefront location, I firmly believe that any modification to the variance setback distance between homeowners, particularly reducing it from 10 feet to 5 feet, would have a detrimental impact on the property's value and the quality of life for its occupants. Lakefront properties, such as the ones in question, rely heavily on privacy and a sense of space to maintain their appeal and market value.

The existing setback regulations, including the 10-foot distance between neighboring properties, are in place for valid reasons. These regulations serve to protect homeowners and preserve the integrity of the neighborhood by ensuring adequate space and privacy between properties. Altering these setback requirements solely

based on a neighbor's desire to construct a new structure fails to consider the broader implications and potential repercussions on property values and community standards.

It is crucial to recognize that the value of lakefront properties is inherently tied to their surroundings and the level of privacy they afford to homeowners. Any deviation from established setback regulations threatens to diminish the desirability and marketability of such properties, ultimately impacting property values for all homeowners in the vicinity.

Therefore, I urge the county officials/board members to carefully consider the long-term implications and uphold the existing setback regulations to safeguard the interests of homeowners and maintain the quality of life within the community.

Thank you for your attention to this matter. Should you require any further information or clarification, please do not hesitate to contact me.

Sincerely,

Colah Figueredo 05/01/24

Lolah Figueredo, Realtor





