**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, August 14, 2025 - 06:00 PM**

## Call to Order

## Approve Agenda

## Invocation

1 Commissioner Gregg Poole

## Pledge

2 Commissioner Billy Powell

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

## Consent Agenda

3 Approve the August 11, 2025 Work Session minutes.

4 Approve the August 11, 2025 Executive Session minutes.

5 Approve the July 24, 2025 Voting Meeting minutes.

6 Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 1.61 acres of real property located at 2829 Browns Bridge Road and 2802 Florence Drive, Hall County, GA, Tax Parcel Numbers 08015 005032 and 08015 005034, for the sum of $3,000,000.00 for the purpose of expansion of the Hall County Government Center campus, approving and accepting the transfer of said property to the County, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

7 Approve the nominations of Connie Banks, Jerry Jackson and Tom Oliver to the Hospital Authority for a term from October 1, 2025 to September 30, 2028. Commission District 1.

8 Approve the nominations of Lee Hemmer, Denise Deal and Shelly Echols to the Hospital Authority for a term from October 1, 2025 to September 30, 2028. Commission District 3.

9 Approve the purchase of three (3) new Ford F-250 Trucks and one (1) new Ford F-350 Truck for Animal Services to Greene Ford Company of Gainesville, GA, in the amount of $196,446.36.

10 Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission transferring any property interests possessed by Hall County, GA resulting from agreements entered into with the Chicopee Woods Area Park Commission in 1989 to the Chicopee Woods Area Park Commission and further terminating those agreements; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

11 Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission updating a lease agreement originally entered into in 1989; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

12 Approve the renewal of the FY 2026 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel; authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.

13 Approval and authorization for the Chairman to execute an agreement between North Georgia Works! Inc. and Hall County regarding occasional temporary labor and other work services, subject to review and approval by the County Attorney.

14 Approve the Hall County Employee Personnel Policies and Procedures Manual; authorizing the Chairman to approve all related documents subject to the review and approval of the County Attorney.

15 Approve the acceptance of certain real property along the Spout Springs Road Phase I Project right-of-way from the Georgia Department of Transportation (GDOT); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 1.

16 Approve the single source purchase of consulting services from Burns & McDonnell of Atlanta, GA to facilitate permit renewal and major modifications to the Candler Road Landfill, in the amount of $319,400.00.

17 Approve the acceptance of $776,340.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Village at Pine Valley subdivision. Commission District 3.

18 Approve the award of RFQ/P #46-018 Impact Fee Study for Public Works & Utilities to TischlerBise, Inc. of Bethesda, MD, in the amount of $129,380.00.

19 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category A, Transportation Improvement Design for Public Works & Utilities to:

- AtkinsRealis USA, Inc. of Atlanta GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Keck & Wood, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- Columbia Engineering and Services Inc. of Duluth, GA
- Moffatt & Nichol of Atlanta, GA
- S&ME Inc. of Duluth GA
- Holt Consulting Company, LLC of Duluth, GA
- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
- Dewberry Engineers, Inc. of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

20 Approve the award of RFQ #46-001 Demand Services for Civil Engineering, Category B, Survey Services, for Public Works & Utilities to:

- CDM Smith Inc. of Atlanta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- KCI Technologies, Inc. of Duluth, GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Atlas Technical Consultants, LLC of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

21 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category C, Construction Management Services for Public Works & Utilities to:

- ECS Southeast, LLC of Lawrenceville, GA
- BM & K Inc. of Braselton, GA
- United Consulting Group, Ltd. of Norcross, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- TTL, Inc. of Atlanta, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
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- Thomas Hutton Engineering Co. of Buford, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
- Croy Engineering, LLC of Marietta, GA

The estimated annual cost to exceed $50,000.00.

22 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category D, Geotechnical Services for Public Works & Utilities to:

- Geo-Hydro Engineers, Inc. of Kennesaw, GA
- S&ME, Inc. of Duluth, GA
- Materials Managers and Engineers, Inc. (2MNEXT) of Atlanta, GA
- CDM Smith Inc. of Atlanta, GA
- NOVA Engineering & Environmental, LLC of Kennesaw, GA
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- TTL, Inc. of Atlanta, GA
- Atlas Consultants LLC of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

23 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category E, Subsurface Utility Engineering for Public Works & Utilities to:

- CDM Smith, Inc of Atlanta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- Croy Engineering, LLC of Marietta, GA
- KCI Technologies, Inc. of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- Atlas Technical Consultants, LLC of Duluth, GA

The estimated annual cost to exceed $50,000.00.

24 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category F, Water Resources for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Ardurra Group, Inc. of Buford, GA
- Rummel, Klepper & Kahl, LLP (dba RK & K) of Sandy Springs, GA
- AECOM Technical Services, Inc. of Atlanta, GA
- Keck & Wood, Inc. of Duluth, GA
- Engineering Strategies, Inc. of Marietta, GA
- Atkins Realis USA, Inc. of Atlanta, GA
- Precision Planning, Inc. of Lawrenceville, GA

The estimated annual cost to exceed $50,000.00.

25 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category G, Plan Review for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Bureau Veritas North America, Inc. of Braselton, GA
- Raymond Global, Inc. of Conyers, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- Columbia Engineering and Services, Inc. of Duluth, GA

The estimated annual cost to exceed $50,000.00.

26 Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category H, Traffic Engineering Studies and Design for Public Works & Utilities to:

- Kimley-Horn and Associates, Inc. of Atlanta, GA
- CDM Smith Inc. of Boston, MA
- Moffatt & Nichol of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
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- Keck & Wood, Inc. of Duluth, GA
- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA

The estimated annual cost to exceed $50,000.00.

27 Approve the purchase of two (2) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $95,400.00.

28 Approve the purchase of five (5) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $221,490.00.

29 Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of $59,577.29.

30 Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is $182,788.62.

31 Approve the ratification of the application for grant funds from the Georgia Opioid Crisis Abatement Trust in the amount of $276,914.00 to provide funding for transportation assistance, a full-time counselor to assist with drug treatment for the REACT program, audio-visual equipment and subscriptions that will help provide telehealth options for treatment, and training opportunities. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match required.

**Other Business - Appointments for Consideration**

32 Hospital Authority Nominations (3) for a term from October 1, 2025 to September 30, 2028. Chairman's Appointment.

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

33 **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | Commission District 2 | **Cook Communities, applicant** Note: Tabled at the July 24, 2025 Voting Meeting until the August 14, 2025 Voting Meeting.

34 **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | Commission District 3 | **Degaria Dowdy, applicant** Note: Tabled at the July 24, 2025 Voting Meeting until the August 14, 2025 Voting Meeting.

35 **3024 Dale Road | Amend Conditions of Zoning |** on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | Commission District 3 | **Rochester | DCCM, applicant**

36 **3654 Thompson Bridge Road | Amend Conditions of Zoning |** on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 | **Proposed use: Financial Institution** | Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

37 **2353 Athens Highway | Special Use |** on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales** | Commission District 4 | **Morteza Modaber, applicant**

**County Administrator**

**Commission Time**

## Adjourn

*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.*

# AGENDA ITEM

## Invocation

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 16/2025

**SUBJECT:** Commissioner Gregg Poole

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## 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.?** | No |
| **Has it been reviewed by the County Attorney?** | No |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Clerk |
|---|---|
| AD | JR |

**Attachments:**

# AGENDA ITEM

## Pledge

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 668/2024

**SUBJECT:** Commissioner Billy Powell

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## 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.?** | No |
| **Has it been reviewed by the County Attorney?** | No |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Clerk |
|---|---|
| AD | AD |

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 510/2025

**SUBJECT:** Approve the August 11, 2025 Work Session minutes.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the August 11, 2025 Work Session minutes.

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-08-14 |

**Approvals:**

| Approve | Attorney | Administration | Clerk |
|---|---|---|---|
| AD | JL | CR | JR |

**Attachments:**

August 11, 2025 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, August 11, 2025 - 03:00 PM**

## Call to Order

*Chairman Gibbs at 3:00 p.m.*

*Present:*

*Chairman David Gibbs, Vice-Chairman Jeff Stowe and Commissioners Kathy Cooper, Billy Powell and Gregg Poole*

*Also present were County Administrator Zach Propes, Assistant County Administrators Casey Ramsey and John Gentry, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez, Interim County Attorney Justin Lawhon and Senior Assistant County Attorney Nathaniel Anderson*

## Administration

*Mr. Ramsey addressed the Board.*

1 Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 1.61 acres of real property located at 2829 Browns Bridge Road and 2802 Florence Drive, Hall County, GA, Tax Parcel Numbers 08015 005032 and 08015 005034, for the sum of $3,000,000.00 for the purpose of expansion of the Hall County Government Center campus, approving and accepting the transfer of said property to the County, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

*Consent*

## Appointments for Consideration

*Ms. Rivera addressed the Board.*

2 Hospital Authority Nominations (3) for a term from 10/1/2025 to 9/30/2028. Commission District 1.

*Nominations of Connie Banks, Jerry Jackson and Tom Oliver - Consent*

3 Hospital Authority Nominations (3) for a term from 10/1/2025 to 9/30/2028. Commission District 3.

*Nominations of Lee Hemmer, Denise Deal and Shelly Echols - Consent*

4 Hospital Authority Nominations (3) for a term from 10/1/2025 to 9/30/2028. Chairman's Appointment.

*Discussion - will provide at the Voting Meeting on Thursday, August 14, 2025*

**Community Services and Parks**

*Brent Holloway, Director of Community Services and Parks, addressed the Board.*

5 Approve the purchase of three (3) new Ford F-250 Trucks and one (1) new Ford F-350 Truck for Animal Services to Greene Ford Company of Gainesville, GA, in the amount of $196,446.36.

*Consent*

**County Attorney**

*Mr. Anderson addressed the Board.*

6 Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission transferring any property interests possessed by Hall County, GA resulting from agreements entered into with the Chicopee Woods Area Park Commission in 1989 to the Chicopee Woods Area Park Commission and further terminating those agreements; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

*Consent*

7 Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission updating a lease agreement originally entered into in 1989; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

*Consent*

**Human Resources**

*Dr. LisaRae Jones, Director of Human Resources, addressed the Board.*

8 Approve the renewal of the FY 2026 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel; authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.

*Consent*

9 Approval and authorization for the Chairman to execute an agreement between North Georgia Works! Inc. and Hall County regarding occasional temporary labor and other work services, subject to review and approval by the County Attorney.

*Consent*

10 Approve the Hall County Employee Personnel Policies and Procedures Manual; authorizing the Chairman to approve all related documents subject to the review and approval of the County Attorney.

*Consent*

**Planning & Zoning**

*Beth Garmon, Director of Planning and Zoning, addressed the Board.*

11 **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | Commission District 2 | **Cook Communities, applicant** Note: Tabled at the July 24, 2025 Voting Meeting until the August 14, 2025 Voting Meeting.

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**Public Works and Utilities**

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

16 Approve the acceptance of certain real property along the Spout Springs Road Phase I Project right-of-way from the Georgia Department of Transportation (GDOT); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 1.

*Consent*

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*Consent*

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- S&ME Inc. of Duluth GA
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- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
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- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
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The estimated annual cost to exceed $50,000.00.

*Consent*

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- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA

The estimated annual cost to exceed $50,000.00.

*Consent*

**Sheriff's Office**

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

28 Approve the purchase of two (2) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $95,400.00.

*Consent*

29 Approve the purchase of five (5) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $221,490.00.

*Consent*

30 Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of $59,577.29.

*Consent*

**Treatment Services**

*Brad Williams, Judicial Accountability Division Director, addressed the Board.*

31 Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is $182,788.62.

*Consent*

32 Approve the ratification of the application for grant funds from the Georgia Opioid Crisis Abatement Trust in the amount of $276,914.00 to provide funding for transportation assistance, a full-time counselor to assist with drug treatment for the REACT program, audio-visual equipment and subscriptions that will help provide telehealth options for treatment, and training opportunities. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match required.

*Consent*

**County Administrator**

*Mr. Propes addressed the Board and stated the following:*

- *Thanked staff members who worked on the current agenda and their hard work to stay within budget.*
- *Thanked Bill Nash for his service to Hall County and wished him well in his future endeavors.*

**Public Comments**

*There were no comments from the public.*

**Commission Time**

*Commissioner Kathy Cooper, District 1, thanked Bill Nash for his service to Hall County and wished him well in his future endeavors.*

*Commissioner Gregg Poole, District 3, thanked Bill Nash for his service to Hall County and wished him well in his future endeavors.*

*Chairman David Gibbs thanked Bill Nash for his service to Hall County and wished him well in his future endeavors.*

**Executive Session**

*Commissioner Powell/Commissioner Poole — to go into Executive Session at 3:45 p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

33 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)].

*Commissioner Powell/Commissioner Stowe — to adjourn the Executive Session at 5:22 p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

**Adjourn**

*Commissioner Powell/Commissioner Stowe — to adjourn the Meeting at 5:22 p.m. — Vote: 5 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — aye*

*Commissioner Stowe — aye*

*Motion passed.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 511/2025

**SUBJECT:** Approve the August 11, 2025 Executive Session minutes.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the August 11, 2025 Executive Session minutes.

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-08-14 |

**Approvals:**

| Approve | Attorney | Administration | Clerk |
|---|---|---|---|
| AD | JL | CR | JR |

**Attachments:**

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 509/2025

**SUBJECT:** Approve the July 24, 2025 Voting Meeting minutes.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** CA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the July 24, 2025 Voting Meeting minutes.

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-08-14 |

**Approvals:**

| Approve | Attorney | Administration | Clerk |
|---|---|---|---|
| AD | JL | CR | JR |

**Attachments:**

July 24, 2025 Voting Meeting Minutes

# 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, July 24, 2025 - 06:00 PM**

## Call to Order

*Chairman Gibbs at 6:00 p.m.*

*Present:*

*Chairman David Gibbs, Vice Chairman Jeff Stowe and Commissioners Kathy Cooper and Billy Powell*

*Also present were Assistant County Administrator John Gentry, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Ana Dominguez, Interim County Attorney Justin Lawhon and Senior Assistant County Attorney Nathaniel Anderson*

## Approve Agenda

*Commissioner Powell/Commissioner Stowe — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

## Invocation

1 Chairman David Gibbs

## Pledge

2 Commissioner Kathy Cooper

## Public Comments

*There were no comments from the public.*

**Proclamation/s**

*Ms. Rivera addressed the Board and introduced the proclamations.*

3 Approve the proclamation recognizing the Fair Street-Butler High Schools Alumni Association, Inc. 2025 Reunion.

*Commissioner Stowe/Commissioner Powell — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

4 Approve the proclamation recognizing July 2025 as Parks and Recreation Month.

*Commissioner Stowe presented Community Services & Parks Director Brent Holloway and Parks staff members Hunter Reed, Derrick Beeson, Jonathan Davis, Natalae La Douceur, Brody Langston, Elsa Alvarez, Wayne Briscoe, James Reagan, Christine Cave, Holly Mims, Nic Murphy, Hunter Hood, Dwight Mobley and Khip Miller with the Proclamation.*

*Commissioner Powell reminded those in attendance of the recent Army Corps of Engineers closure of Lake Lanier Parks and the Parks Department's hard work in getting nine (9) of those parks back open for citizens.*

*Commissioner Stowe/Commissioner Powell — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

**Consent Agenda**

*Commissioner Powell/Commissioner Cooper — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

5 Approve the July 21, 2025 Work Session minutes.

6 Approve the July 21, 2025 Executive Session minutes.

7 Approve the July 10, 2025 Voting Meeting minutes.

8 Approve an amendment to the 2025 Meeting Schedule: Cancellation of the Thursday, October 9, 2025 Voting Meeting and schedule a Meeting on Tuesday, October 7, 2025 at 6:00 p.m.

9 Approve the Amendment #1 to the existing Credit Card Processing Service Agreement for Parks & Leisure Services with CSG Forte Payments, Inc. of Allen, TX. The estimated cost is $50,000.00.

10 Approve the single source purchase of disposable EMS supplies for Fire Rescue to Zoll Medical Corporation of New York, NY. The estimated annual cost is $60,000.00.

11 Approve the renewal of the single source record management system software agreement for Fire Rescue to EPR Systems USA, Inc. of Jacksonville, FL, in the amount of $87,091.00.

12 Approval and authorization for the Chairman to execute the Supplemental Agreement #2 to the Memorandum of Agreement (MOA) between the Georgia Department of Transportation (GDOT) and Hall County for Preliminary Engineering Oversight for the Spout Springs Road Phase 2 project. The estimated cost is $60,000.00.

13 Approve and authorize the application of the Georgia Department of Transportation (GDOT) FY 2025 Local Roads Assistance (LRA) grant in the amount of $5,000,000.00 for the construction of White Sulphur Road - Phase 2 and Cagle Road Full Depth Reclamation. No match is required.

14 Approve the award of Task Order #2026-006 Replace 48" Corrugated Metal Pipe (CMP) on Windsor Drive for Public Works & Utilities to Strickland and Sons Pipeline, Inc. of Gainesville, GA, in the amount of $191,970.00.

**Other Business - Appointments for Consideration**

*Ms. Rivera addressed the Board.*

15 Appointment to the Planning Commission to serve an unexpired term to January 31, 2027. Commission District 4.

*Commissioner Stowe/Commissioner Cooper — appoint Andre Castleberry — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

**Other Business - County Attorney**

*Mr. Lawhon addressed the Board.*

16 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by The City of Flowery Branch of Tax Parcel Number 15044 000040 consisting of approximately 95.842 acres located at 0 Sasser Road, and authorization for the Chairman to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

*Commissioner Powell/Commissioner Stowe — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

**Other Business - Public Works and Utilities**

*Jason Skarda, Assistant Director of Public Works and Utilities addressed the Board.*

17 Public Hearing to abandon a one-hundred and eighty (180) foot portion of Barker Road located entirely within property owned by Barry Conner of America's Home Place, Inc. and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

*Mr. Anderson introduced the item. Mr. Skarda discussed the item. Mr. Anderson conducted the Public Hearing.*

*There were no comments from the public.*

*Commissioner Powell/Commissioner Cooper — approve — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

*Commissioner Stowe requested staff to note that the owner is responsible for donating and constructing the turnaround.*

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

*Beth Garmon, Director of Planning and Zoning, addressed the Board.*

18 **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | Commission District 2 | **Cook Communities, applicant**

*Mr. Anderson introduced the item.Ms. Garmon discussed the item.*

*Commissioner Powell/Commissioner Stowe — approve tabling item 18 until the August 14, 2025 Voting Meeting — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

19 **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Amend Conditions of Zoning |** on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A | **Proposed use: Model homes & construction trailer** | Commission District 1 | **Taylor Morrison of Georgia, LLC, applicant**

*Mr. Anderson introduced the item.Ms. Garmon discussed the item. Mr. Anderson conducted the Public Hearing.*

*The following people addressed the Board:*

*Favor:*

- *Brian Taylor, 4400 North Point Parkway Suite 295, Alpharetta*

*Commissioner Cooper/Commissioner Powell — approve with the thirteen (13) conditions listed below — Vote: 3 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions*

1. *Development is approved as generally shown on the site plan dated December 6, 2024, and described in the project narrative dated April 25, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *The development shall occur as depicted on the site plan and described in the project narrative, per all conditions stated below. The Director of Planning and Zoning can approve any necessary changes provided:*
    a. *No increase in overall density greater than 3.0 units per acre;*
    b. *No decreased minimum lot area or width;*
    c. *No decrease in minimum building setbacks;*
    d. *No decrease in buffers.*
    e. *In geological or topographical constraints identified during development or engineering plans.*
3. *The developer shall be responsible for the cost of any improvements identified by the traffic study, and/or required by Hall County Engineer or the Georgia Department of Transportation.*
4. *The proposed residential development shall conform to §6.1.6.*
    a. *All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds a minimum of 22 feet.*
    b. *Open Space: minimum of 30%.*
    c. *The Open Space and lot configuration shall be redesigned to meet §4.8.7.A.5 and §4.8.7.A.6., including the requirement that "6. The open*

*space must be directly accessible to the largest practical number of lots within the subdivision. Non-adjoining lots must be provided with safe, convenient access to the open space." The redesigned layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/LDP application.*

   d. *Buffers: A minimum 50 undisturbed buffer shall be retained around the perimeter except along the rights-of-way of Friendship Circle and Friendship Rd. These shall have a 25 feet landscaped buffer, which will provide dense screening of the development. The landscape plan shall be approved by the Planning Director prior to the issuance of the LDP.*

5. *The proposed stormwater BMP (pond) shall be a part of the open space and shall be provided with county approved maintenance access.*
6. *Encroachment of state waters and stream buffers shall be allowed on individual lots, however encroachment into any of the 50 to 75 foot buffered area located on individual lots shall not be allowed, including any fencing, patios, and construction improvements.*
7. *Along the easement entrance there shall be a 50 foot planted vegetated buffer on both sides.*
8. *A hog wire fence shall be installed at the developer's expense on the subject property along property lines adjoining tax parcels 15048 000026E, 15048 000174, and 15048 000026G.*
9. *The sales offices and construction trailer shall be removed within 30 days following the sale or occupancy of the final lot, whichever occurs first.*
10. *The construction trailer must be screened with landscaping or fencing to minimize visual impact on adjacent residential properties.*
11. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*
12. *No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.*
13. *All conditions of zoning shall be made a part of any plats or construction plans created for the property.*

20 **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | Commission District 3 | **Degaria Dowdy, applicant**

*Mr. Anderson introduced the item.Ms. Garmon discussed the item.*

*Commissioner Stowe/Commissioner Cooper — approve tabling item 20 until the August 14, 2025 Voting Meeting — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

21 **2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | Commission District 3 | **Asif Mistry, applicant**

*Mr. Anderson introduced items 21 and 22, which were heard together. Ms. Garmon discussed the items. Mr. Anderson conducted the Public Hearing.*

*The following people addressed the Board regarding both items 21 and 22:*

*Favor:*

- *Leslie Johnson, 5479 Fishermans Cove, Gainesville*

*Opposition:*

- *Sam Bagwell, 330 Northside Drive, Gainesville*

*Commissioner Stowe/Commissioner Powell — approve with the six (6) conditions listed below — Vote: 3 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated April 16, 2025, and as described in the project narrative dated April 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs with improvements necessary for the development.*
3. *The building shall comply with the architectural standards of the Gateway Corridor Overlay District and renovations and/or modifications of the building are subject to approval by the Director of Planning and Zoning or their designee.*
4. *Hours of operation for the convenience store shall be 6:00 a.m. to 12:00 a.m., seven days a week.*
5. *No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.*
6. *All conditions of zoning shall be made a part of any plats created for the property.*

22 **2978 Athens Highway | Special Use |** for fuel sales in the Gateway Corridors Overlay District (GCOD) on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | Commission District 3 | **Asif Mistry, applicant**

*Items 21 and 22 were heard together. See item 21 for public hearing details.*

*Commissioner Stowe/Commissioner Powell — approve with the six (6) conditions listed below — Vote: 3 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

*Conditions:*

1. *The property shall be developed in accordance with the site plan dated April 16, 2025, and as described in the project narrative dated April 18, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.*
2. *Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs with improvements necessary for the development.*
3. *The building shall comply with the architectural standards of the Gateway Corridor Overlay District and renovations and/or modifications of the building are subject to approval by the Director of Planning and Zoning or their designee.*
4. *Hours of operation for the convenience store shall be 6:00 a.m. to 12:00 a.m., seven days a week.*
5. *No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.*
6. *All conditions of zoning shall be made a part of any plats created for the property.*

**County Administrator**

*Mr. Gentry addressed the Board. He stated the following:*

- *Acknowledged Hall County Communication's recent award for the 2025 Award of Excellence for the Best of Category in Printed Publications and Newsletters by the National Association of County Information Officers (NACIO) for the 2024 Spring Edition of the Hall County Magazine.*

**Commission Time**

*Commissioner Billy Powell, District 2, acknowledged current members of Leadership Hall. The following members addressed the Board:*

- *Ross Stevens (Lanier Technical College)*

**Adjourn**

*Commissioner Powell/Commissioner Stowe — adjourn at 6:33 p.m. — Vote: 4 to 0*

*Commissioner Cooper — aye*

*Commissioner Powell — aye*

*Chairman Gibbs — aye*

*Commissioner Poole — absent*

*Commissioner Stowe — aye*

*Motion passed.*

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 504/2025

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 1.61 acres of real property located at 2829 Browns Bridge Road and 2802 Florence Drive, Hall County, GA, Tax Parcel Numbers 08015 005032 and 08015 005034, for the sum of $3,000,000.00 for the purpose of expansion of the Hall County Government Center campus, approving and accepting the transfer of said property to the County, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** CR

**Recommendation:**
Approve.

**Purpose of Request:**
Approval and authorization for the Chairman to execute a resolution ratifying the purchase of 1.61 acres of real property located at 2829 Browns Bridge Road and 2802 Florence Drive, Hall County, GA, Tax Parcel Numbers 08015 005032 and 08015 005034, for the sum of $3,000,000.00 for the purpose of expansion of the Hall County Government Center campus, approving and accepting the transfer of said property to the County, and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval of the County Attorney.

**History:**

**Facts and Issues:**

**Options:**

The furniture store property consists of 1.61 acres and is approximately 30,000 square feet. This building provides for future campus expansion opportunities such as temporary space for HCGC remodeling and improvements projects, storage, and a future elections center location.

| | |
|---|---|
| **Funding Requested** | $ 3,000,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Capital Projects Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Budget | Finance | Attorney |
|---|---|---|---|
| JR | JM | TS | JL |
| **Administration** | | **Clerk** | |
| CR | | JR | |

**Attachments:**

Financial Supplement
Resolution
Exhibit A
Exhibit B
Letter 1
Letter 2

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 504/2025

**Funds Requested:** $ 3,000,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Capital Projects Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 350-CAPITAL PROJECTS FUND | 1400-ELECTIONS | 541300-BUILDING AND IMPROVEMENTS | $3,000,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:**

**Phone:**

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION RATIFYING PURCHASE OF REAL PROPERTY AND APPROVING AND AUTHORIZING THE TRANSFER OF THE SAME REAL PROPERTY TO HALL COUNTY, GEORGIA**

**WHEREAS**, the Official Code of Georgia Annotated § 36-9-2 and Hall County Code Section 200.20.015 provide the Hall County Board of Commissioners with the authority to govern and control all property belonging to the County; and

**WHEREAS**, on or about July 28, 2025, ROMAR Properties, LLC, William D. Blalock, and Robert M. Blalock (collectively "ROMAR") was/were the owner(s) in fee simple of a 1.25-acre parcel of improved real estate identified by Tax Identification Number 08015 005032, with the address of 2829 Browns Bridge Road, SW, Gainesville, Hall County, Georgia 30504, and a 0.36-acre parcel of improved real estate identified by Tax Identification Number 08015 005034, with the address of 2802 Florence Drive, SW, Gainesville, Hall County, Georgia 30504 (collectively the "Property") (the Property is more particularly described in Exhibit "A" hereto); and

**WHEREAS**, on or about July 28, 2025, ROMAR entered into a Purchase and Sale Agreement (the "Agreement") with Hall County, Georgia (the "County") whereby the County agreed to purchase the Property from ROMAR (the Agreement is attached as Exhibit "B" hereto); and

**WHEREAS**, pursuant to said Agreement, ROMAR and the County consummated the sale of the Property and the terms and conditions under which it shall be duly transferred into the ownership and possession of the County; and

**WHEREAS**, the Hall County Board of Commissioners has expressed its interest in purchasing said Property for public purposes; and

**WHEREAS**, the Hall County Board of Commissioners has approved the purchase price of the Property and has planned to make use of the Property to facilitate County operations; and

**WHEREAS**, the Hall County Board of Commissioners has determined that the transfer of the Property from ROMAR to the County would be in the best interests of the residents of Hall County and would promote the health, safety, and welfare of the citizens of the County;

**NOW, THEREFORE**, the Hall County Board of Commissioners hereby ratifies the Agreement entered between ROMAR and the County for the purchase of the Property, approves and accepts the transfer of the Property from ROMAR to the County, and authorizes the Chairman to sign any and all documents necessary to effectuate and finalize said transfer, subject to the review and approval of the County Attorney.

**SO RESOLVED** this the 14th day of August, 2025.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____
David Gibbs, Chairman

ATTEST:

_____ (SEAL)
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____
Justin R. Lawhon, Interim County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

**TRACT ONE:** All that tract or parcel of land lying and being in Land Lot 15 of the 8th District, of Hall County, Georgia, located at the southwestern intersection of Browns Bridge Road and Florence Drive, containing 1.25 acres, being more particularly described on a plat prepared for William E. Loosier by Henry Grady Jarrard, Registered Surveyor, dated March 8, 1994, recorded on Plat Slide 336, page 205-B, Hall County, Georgia Records; said plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed.

**TRACT TWO:** All that tract or parcel of land lying and being in Land Lot 15 of the 8th District, of Hall County, Georgia, containing 0.36 acres, more or less, as more particularly described on a plat prepared for William E. Loosier by Henry Grady Jarrard, Registered Surveyor, dated June 8, 1995, recorded on Plat Slide 443, page 16-B, Hall County, Georgia Records; said plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed.

Also included is a perpetual ten (10) foot easement for a sanitary sewer line which runs from the southerly boundary line South 65 degrees 41 minutes 14 seconds West into and across other property of, now or formerly Scoggs, to a manhole. Said easement is more fully shown on the above referenced to Jarrard survey.

**PURCHASE AND SALE AGREEMENT**

**STATE OF GEORGIA**
**COUNTY OF HALL**

July 28, 2025
**DATE**

**THIS AGREEMENT** made and entered into by and between ROMAR Properties, LLC, a Georgia Limited Liability Company, William D. Blalock, an individual, and Robert M. Blalock, an individual (herein called "Seller") and the undersigned Purchaser, Hall County, Georgia, a political subdivision of the State of Georgia (herein called "Purchaser") , Candler Real Estate Group, LLC, a Georgia Limited Liability Company (herein called "Broker"), and ERA Sunrise Realty, a Georgia Limited Liability Company (herein called "Co-Broker"),

In consideration of the agreements herein contained, the parties hereto agree as follows:

**A. PURCHASE AND SALE:**

Seller agrees to sell and convey, and Purchaser agrees to purchase and take title to, that certain parcel of real estate lying and being located in Land Lot(s) 15 of the 8th District, Section of Hall County, Georgia, and being known as 2829 Browns Bridge Road & 2802 Florence Drive, Gainesville, GA 30504, Tax Parcel: 08015-005032 & 08015-005034 as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, including all improvements now located thereon, including all electrical, mechanical, plumbing and other systems and all fixtures (exclusive of trade fixtures), trees and shrubbery attached and appertaining thereto (collectively called "Property").

**B. PURCHASE PRICE AND METHOD OF PAYMENT:**

The "Purchase Price" of Property shall be $3,000,000.00. At closing, the Purchasing Price shall be paid to Seller as set forth in the Addendum attached hereto as Exhibit "B" and by this reference made a part hereof.

**C. EARNEST MONEY:**

Purchaser has paid to Broker $50,000.00 by check ("Earnest Money Deposit"), which check shall be (check applicable box) [ X ] held uncashed by Broker until Seller's acceptance of this offer, at which time it shall be deposited in Broker's trust or escrow account, or [ ] promptly deposited in Broker's trust or escrow account. All checks representing deposits for which Broker acknowledges receipt shall be subject to clearance. Broker shall hold the Earnest Money Deposit in an escrow account, pending consummation of this transaction, but may commingle same with other monies in a general escrow or trust account in its name, and is authorized, at closing, to retain such portion of said Earnest Money Deposit equal to the commission due it, and to deliver the balance of such sums, if any, to Seller. Purchaser and Seller understand and agree that due to the large number of clients and the resulting aggregate cash balances in Broker's trust or escrow account. Broker will receive direct benefits, which shall be deemed part of Broker's compensation, in addition to any other amount provided for in this Agreement. The entire Earnest Money Deposit is to be applied to the Purchase Price. In the event Broker shall be in doubt as to its duties or obligations with regard to said Earnest Money Deposit, Broker shall not be required to disburse same and may, at its option, continue to hold same until both Purchaser and Seller agree as to its disposition, or until final judgment is entered by a court of competent jurisdiction directing its disposition, or Broker may place said Earnest Money Deposit in the registry of a court of competent jurisdiction and file an action in interpleader, in which case Broker shall thereupon be released of all liability for holding said Earnest Money Deposit. Purchaser and Seller shall pay all costs and legal fees of Broker in connection with such action in interpleader or in connection with any action instituted by either Purchaser or Seller related to said Earnest Money Deposit. Except for willful breach of the terms of this contract or gross negligence, Broker shall not be liable to any person whomsoever for mis delivery or other error in the handling of the Earnest Money Deposit.

**D. TITLE:**

(a) EXAMINATION: Purchaser shall have a reasonable time after the Binding Agreement Date to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have a reasonable time after receipt of such objections to satisfy all valid objections. If Seller fails to satisfy such valid objections within a reasonable time, then, at the option of Buyer evidenced by written notice to Seller, this Agreement shall be null and void. Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein. Buyer acknowledges that owner's title insurance may be purchased at closing, at Purchaser's expense.

(b) WARRANTY: Seller warrants that he presently has title to said Property. At the time of closing, Seller agrees to convey good and marketable title to said Property by limited warranty deed subject only to (1) zoning ordinances affecting said Property, (2) general utility, sewer, and drainage easements of record upon which the improvements do not encroach, (3) subdivision easements and restrictions of record, and (4) leases, other easements, other restrictions and encumbrances specified in this Agreement. In the event leases are specified in this Agreement, Purchaser agrees to assume Seller's responsibilities there under to the tenant and to the broker who negotiated such leases.

**E. CLOSING DOCUMENTS:**

Seller and Purchaser agree that such papers as may be reasonable and necessary to carry out the terms of this Agreement shall be executed and delivered by such parties at closing.

**F. PRORATIONS:**

Ad valorem taxes, rentals, premiums on insurance acceptable to Purchaser, interest on encumbrances and operating expenses, if any, shall be prorated as to the date of delivery of the Limited Warranty Deed to Purchaser. Ad valorem taxes on Property for the calendar year of closing shall be prorated and accounted for between Seller and Purchaser at closing based on the latest millage rate and assessment available with the understanding that Purchaser assumes no liability for the payment of its prorated portion of the tax liability, as the Purchaser is exempt from ad valorem property taxes as a political subdivision of the State of Georgia. Should such proration be inaccurate based on the actual ad valorem bill when received, either party hereto may demand and shall be entitled to receive on demand, a payment from the other correcting such malapportionment. Seller shall be responsible for all assessments (special or otherwise) placed against Property prior to closing, and shall pay all transfer taxes, recording fees or similar charges imposed on the conveyance of Property by Seller; Purchaser shall, only to the extent required by law, pay any Georgia intangible taxes and recording fees for any mortgage, deed to secure debt or the like. In the event assessments are payable in installments. Purchaser shall take title subject to assessments not yet due and payable and shall deduct from the cash portion of the Purchase Price at closing the balance due for the payment in full of all installments of any such assessment.

**G. CONDITION OF PROPERTY:**

Seller warrants that at closing the improvements on Property will be in the same condition as they are on the date this Agreement is signed by Purchaser, natural wear and tear excepted. Until closing, Seller, at Seller's expense, shall maintain in full force and effect the same fire and extended coverage insurance carried by Seller on Property on the date of this Agreement. However, should Property be destroyed or substantially damaged before closing, then at the election of Purchaser: (i) this Agreement may be cancelled, or (ii) Purchaser may consummate this Agreement and receive such insurance proceeds as are paid on the claim of loss. This election must be exercised within ten (10) days after Seller provides Purchaser written notice of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss. If Purchaser has not been notified by Seller within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of closing, whichever first occurs, Purchaser may at its option cancel this Agreement.

**H. BROKERAGE:**

In negotiating this Agreement, Broker has rendered a valuable service for which reason Broker is made a party to enable Broker to enforce his commission rights hereunder against the parties hereto on the following basis: Seller agrees to pay Broker the full commission when the sale is consummated. In the event the sale is not consummated because of Seller's inability, failure or refusal to perform any of Seller's covenants herein, then Seller shall pay the full commission to Broker immediately, and Broker, at the option of Purchaser, shall return the earnest money to Purchaser. Purchaser agrees that if Purchaser fails or refuses to perform any of Purchaser's covenants herein. Purchaser shall forthwith pay Broker the full commission immediately; provided that Broker may first apply one-half of the earnest money toward payment of, but not to exceed, the full commission and may pay the balance thereof to Seller as liquidated damages to Seller, if Seller claims balance of Seller's liquidated damages in full settlement of any claim for damages, whereupon Broker shall be released from any and all liability for return of the earnest money to Purchaser.

Commission to be paid in connection with this Agreement has been negotiated between Seller and Broker and shall be paid Six (6) % of the Purchase Price, split between Broker and Co-Broker, due and payable upon transfer of title (closing) or as otherwise provided herein.

Brokerage Relationships in this Transaction:

Selling Broker is:
X Representing Buyer as a client
☐Not representing Buyer (Buyer is a customer)
☐Acting as a designated agent where _____ has been assigned to exclusively represent the Buyer.

Listing Broker is:
X Representing Seller as a client
☐Not representing Seller (Seller is a customer)
☐Acting as a designated agent where _____ has been assigned to exclusively represent the Seller

Material Relationship Disclosure: Broker and/or their affiliated licensees disclose the following material relationships: _____

## I. ENTIRE AGREEMENT:

(a) This Agreement constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings and prior agreements between these parties with respect to Property are superseded hereby except as specifically set out herein. No representation, promise or inducement not included herein shall be binding upon any party hereto. The terms "Seller", "Purchaser", or "Broker" shall be construed in the plural and the appropriate gender will be read into all pronouns used herein to reference any of said parties whenever the sense of this Agreement so requires.

(b) This Agreement may not be changed orally, but only by an agreement in writing signed by Purchaser, Seller and Broker.

## J. NOTICES:

Except as may otherwise be provided for in this Agreement, all notices or demands required or permitted hereunder shall be delivered either (a) in person; (b) by overnight delivery service prepaid; (c) by email; or (d) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested. Such notices shall be deemed to have been given as of the date and time the same are actually received by Broker or Broker's Affiliated Licensee or receiving party. In the event that any notice, demand, information, or disclosure is required by the terms of this Agreement to be given by a party to "Broker", such Broker shall be deemed to be the Broker or Affiliated Licensee, if any, for the other party, and if none, then directly to the other party.

As to Purchaser:

| | |
|---|---|
| Name: | Hall County Government |
| Contact: | Zach Propes |
| Address: | 2875 Browns Bridge Road SW |
| City, State, Zip Code: | Gainesville, Georgia 30501 |
| Phone: | 770-535-8270 |
| Email: | zpropes@hallcounty.gov |

As to Seller:

| | |
|---|---|
| Name: | ROMAR Properties, LLC, William Blalock & Robert Blalock |
| Contact: | Robert Blalock |
| Address: | 2829 Browns Bridge Road |
| City, State, Zip Code: | Gainesville, Ga 30504 |
| Phone: | |
| Email: | |

As to Broker:

| | |
|---|---|
| Name: | Candler Real Estate, LLC |
| Contact: | Brian Hughs |
| Address: | 135 Maple Street, NW |
| City, State, Zip Code: | Gainesville, Georgia 30501 |
| Phone: | 770-988-6383 |
| GA RE Lic. No. | 334858 |

As to Co-Broker:

| | |
|---|---|
| Name: | ERA Sunshine Realty |
| Contact: | Bryan Roach |
| Address: | 157 Reinhardt College Parkway, Suite 500 |
| City, State, Zip Code: | Canton, Georgia 30114 |
| Phone: | 404-425-2578 |
| GA RE Lic. No.: | 305545 |

In the event no address for purpose of notice is specified with respect to a particular party as required by this Paragraph, any other party may direct notices to such party at any business or residence address known to such party. Any such notice to an unspecified address shall be effective when delivered personally, or with respect to mailed notices, upon actual receipt by the party to whom such notice is directed, as shown on the Return Receipt, therefore.

**K. BINDING EFFECT ASSIGNMENT:**

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assigns and the legal representatives of their estates, as the case may apply.

**L. CLOSING:**

The term "closing" or words of similar import as used in this Agreement shall mean the consummation of the sale of Property. The sale shall be deemed consummated by Purchaser's acceptance of Seller's Warranty Deed to Property. The term "closing" shall, in addition, be construed to mean the originally fixed time and closing date specified herein or any adjourned time and date provided herein or agreed to in writing by the parties.

**M. TIME:**

Time is of the essence of this Agreement.

**N. ADDITIONAL ITEMS:**

1. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia and, notwithstanding anything to the contrary provided herein. Purchaser and Seller shall be entitled to exercise any and all of their respective rights and remedies there under in the event of default by the other party hereunder.

2. All agreements herein, which must, by implication or necessity, survive the closing, shall be deemed to so survive as the sense of this Agreement requires.

3. Seller shall, and does hereby expressly consent and agree to the assignment by Purchaser of Purchaser's rights hereunder to any person, firm, partnership or corporation (including a corporation to be formed hereafter) provided such assignee shall assume all of the obligations of Purchaser hereunder. If such assignment is made, then the sale contemplated by this Agreement shall be consummated in the name of any such assignee, and, after any such assignment. Seller shall look solely to such assignee for the performance and discharge of all the obligations and liabilities of Purchaser hereunder. Purchaser in such event being relieved of all obligation and liability hereunder.

4. Seller warrants and represents that Property shall be in the same condition on the date of closing, as on the date of this Agreement, natural wear and tear excepted, and Seller expressly agrees not to remove any buildings or improvements from Property or to cut timber or pulpwood on Property prior to closing.

5. If this Agreement is recorded and Purchaser does not acquire title within the time limits for closing (excepting for Seller's default) then promptly thereafter Purchaser shall execute a quitclaim deed in favor of Seller divesting itself of any further rights to Property.

6. Seller and Purchaser hereby agree, only to the extent permitted by law, to indemnify, defend and hold each other and Broker harmless from and against any and all costs, damages and expenses, including reasonable attorney's fees, resulting, directly or indirectly, from any such claim arising out of the actions of or contract with Seller or Purchaser, as the case may be. This representation, warranty and indemnity shall to the extent permitted by law survive the rescission, cancellation, termination or consummation of this Agreement.

7. Item 7 has been intentionally deleted.

8. The Addendum attached to this Agreement as Exhibit "B" shall control in the event of any conflict with the foregoing terms of this Agreement.

9. Real Estate taxes on said Property shall be prorated as of the date of closing.

10. Seller shall pay State of Georgia property transfer tax.

11. Sale shall be closed on or before See Attached Exhibit "B". Possession granted by December 31, 2025 with a rent fee of $1.00 until December 31, 2025. Purchaser's attorney's fees and other Purchaser closing costs shall be paid by Purchaser.

12. Cost of survey to be paid by Purchaser

13. Seller shall be responsible for all assessments (special or otherwise) placed against property prior to closing, irrespective of when payable.

14. This Contract shall survive the closing, execution and delivery of the Warranty Deed. (Closing attorney is hereby directed to transfer this paragraph to the closing statement.)

15. In the event either Purchaser or Seller fails to insert the acceptance date on this contract, both parties are to authorize Broker to insert said date in contract.

16. Electronic Signatures: For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

**0. DISCLAIMER:**

(a) INDEPENDENT EXPERT ADVICE. Seller and Purchaser acknowledge that they have not relied upon the advice or representations of Broker or Broker's Affiliated Licensees, including but not limited to: legal and tax consequences of this Agreement in the sale of the Property; the terms and conditions of financing; the purchase and ownership of the Property; the structural condition of the Property; the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems, pool, spa and appliances in the Property; the availability of utilities to the Property; the investment potential or resale value of the Property; the availability and ownership to amenity package, if applicable; restrictive covenants and architectural controls; or any other system or condition enumerated in the "Inspection of Property" paragraph above or any other condition or circumstance which may adversely affect the Property. Seller and Buyer acknowledge that if such, or similar matters have been of concern to them, they have sought and obtained independent advice relative thereto. Buyer acknowledges that closing shall constitute acceptance of the Property unless provision is otherwise made in writing.

(b) PROPERTY CONDITIONS. Seller and Purchaser acknowledge that various substances used in the construction of the improvements on the Property or otherwise located on the Property may now or in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, handled and/or removed from the Property. Persons who have an interest in the Property may be required by law to undertake the cleanup of such substances. Purchaser and Seller acknowledge that: Brokers have no expertise with respect to toxic wastes, hazardous substances or undesirable substances; such substances can be extremely costly to correct and remove; Brokers have made no investigations or representations with respect to such substances; and Brokers shall have no liability to Seller or Purchaser regarding the presence of said substances on the Property. Seller and Purchaser release Broker and Broker's Affiliated Licensees from any claim, rights of action or suits relating to the presence of any hazardous substances, toxic wastes, or undesirable substances on the Property.

**P. INSTRUCTIONS TO CLOSING ATTORNEY:**

Closing Attorney is instructed to: (a) transfer "Survival of Agreement" paragraph to the closing statement; (b) obtain and distribute to and from the appropriate parties such certifications, affidavits, and statements as are required in order to meet the requirements of Internal Revenue Code § 1445 (Foreign/Non-Foreign Sellers), or in the alternative to disburse and hold the sales proceeds in such a manner as may be required to comply with Internal Revenue Code § 1445; (c) file with the Internal Revenue Service the IRS Form 1099B documenting this transaction and comply with any other reporting requirements related thereto.

**Q. EXHIBITS AND ADDENDA:**

In the event Personal Property shall remain with the property, the same shall be set out in a Bill of Sale attached hereto and made a part of this Agreement by reference thereto. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

**Exhibit "A", Exhibit "B"**

---

**SPECIAL STIPULATIONS:**

The following stipulations, if conflicting with any preceding paragraph, shall control:

[ X ] Special Stipulations (Exhibit "B") Continued and made a part hereof.

**TIME LIMIT OF OFFER**

This instrument shall be open for acceptance until 5 O'clock P M, on the 30th day of July , 2025

---

**ACCEPTANCE DATE**

The date proposition is hereby accepted, 5 O'clock p M, on the 6 day of August , 2025

---

**BINDING AGREEMENT**

This instrument shall become a binding Agreement when written acceptance thereof or a facsimile (FAX) transmission of the acceptance instrument is actually received by Broker, Broker's Affiliated Licensees, or Offeror. Upon receipt of acceptance, the other party, Broker or Brokers' Affiliated Licensee shall be notified immediately.

**SELLING BROKER:**
Candler Real Estate Group
GA Broker Lic. No.H-80245

By: 8/6/2025
Broker or Broker's Affiliated Licensee

Brian Hughs, CCIM, Principal/Associate Broker
Print or Type Name
Agent's GA RE License # 334858
Business Phone: 770-988-6383
Email: brian@candler.com

**PURCHASER:**

By:
Purchaser's Signature

David Gibbs, Hall County Commission Chairman
Print or Type Name
8-1-2025
Date

**LISTING BROKER:**
Era Sunshine Realty
GA Broker Lic. No.

By: Bryan Roach 08-06-2025
fe1c3e
Broker or Broker Affiliated Licensee

Bryan Roach
Print or Type Name
Agent's GA RE License #305545
Business Phone: 770-720-1515
Email: bryan@roachproperties.com

**SELLER:**
Romar Properties, LLC

By: Robert Blalock
dbcc4eb
Seller's Signature

Robert Blalock
Print or Type Name
08-06-2025
Date

**SELLER:**
William D. Blalock

By: William D Blalock
f8240db
Seller's Signature

William D. Blalock
Print or Type Name
08-06-2025
Date

**SELLER:**
Robert M. Blalock

By: Robert M Blalock
54bc1a
Seller's Signature

Robert M. Blalock
Print or Type Name
08-06-2025
Date

APPROVED AS TO FORM
Justin R. Lawhon,
Senior Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

**TRACT ONE:** All that tract or parcel of land lying and being in Land Lot 15 of the 8th District, of Hall County, Georgia, located at the southwestern intersection of Browns Bridge Road and Florence Drive, containing 1.25 acres, being more particularly described on a plat prepared for William E. Loosier by Henry Grady Jarrard, Registered Surveyor, dated March 8, 1994, recorded on Plat Slide 336, page 205-B, Hall County, Georgia Records; said plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed.

**TRACT TWO:** All that tract or parcel of land lying and being in Land Lot 15 of the 8th District, of Hall County, Georgia, containing 0.36 acres, more or less, as more particularly described on a plat prepared for William E. Loosier by Henry Grady Jarrard, Registered Surveyor, dated June 8, 1995, recorded on Plat Slide 443, page 16-B, Hall County, Georgia Records; said plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed.

Also included is a perpetual ten (10) foot easement for a sanitary sewer line which runs from the southerly boundary line South 65 degrees 41 minutes 14 seconds West into and across other property of, now or formerly Scoggs, to a manhole. Said easement is more fully shown on the above referenced to Jarrard survey.

**EXHIBIT "B"**
**(Special Stipulations)**

1. Notwithstanding any other provisions of this Agreement, Purchaser shall have twenty (20) days from the Acceptance Date (the "Inspection Period") to evaluate the feasibility of its purchase of the Property. Seller authorizes Purchaser and its engineer and/or other experts, at Purchaser's expense, to go upon the Property, at any reasonable time for the purpose of making inspections. Such inspections shall be performed to cause no damage to the Property or improvements thereon, and Purchaser shall repair any damage to the Property or improvements caused by Purchaser's or its agent's entry. Purchaser agrees, only to the extent permitted by law, to defend and hold Seller and the Property harmless from all claims and liabilities (including reasonable attorney's fees, costs and expenses) for personal injury, physical damage to any person or the Property, or mechanic's or materialmen's liens which may be asserted against the Property solely as a result of any such entry by Purchaser, its agents or designees. If Purchaser determines during the Inspection Period that the Property is not satisfactory (in Purchaser's sole judgment), the Purchaser shall void this Agreement by written notice to the Seller and all earnest money shall be refunded to the Purchaser.

2. Closing of said agreement should take place on or before ten (10) days following completion and removal of Inspection period shown and defined in paragraph 1 of Exhibit "B" above.

3. Purchase price shall be paid in all cash at closing.

4. Seller shall maintain occupancy in exchange for a rent fee of $1.00 until December 31, 2025. Seller shall sign a Temporary Occupancy Agreement stating these terms.

EXHIBIT C
AERIAL

# Hall County Government
BOARD OF COMMISSIONERS

HALL COUNTY
GEORGIA
We have it **all** in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288

CHAIRMAN
**David Gibbs**

**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
**Casey Ramsey**

ASSISTANT
COUNTY ADMINISTRATOR
**John T. Gentry, Jr.**

COUNTY CLERK
**Jennifer Rivera**

August 14, 2025

Romar Properties, LLC
c/o Robert Blalock
2829 Browns Bridge Road
Gainesville, GA 30504

RE: 1033 Tax-Deferred Exchange & Condemnation Transaction
2829 Browns Bridge Road, Gainesville, GA 30504

Dear Mr. Blalock,

I hope this letter finds you well. The purpose of this letter is to serve as documentation of the details of the real estate transaction involving 2829 Browns Bridge Road, Gainesville, GA 30504, further identified as Hall County Tax Parcel No. 08015 005032 (the "Property"), and to confirm the facts regarding the sale of the Property which may be required as part of any future proposed Section 1033 tax-deferred exchange by the Seller.

Per our previous discussions, it has been determined that the Property is required by Hall County, Georgia for additional space as part of the expansion of the Hall County Government Center campus, which use is a public use for which Hall County is authorized to condemn the Property.

Pursuant to the contract dated July 28, 2025, between Hall County, Georgia, (the "County") and Romar Properties, LLC ("Seller"), it is acknowledged that this transaction is being closed on _____, 2025 (the "Closing Date") in lieu of condemnation proceedings. It is further acknowledged by the County that such closing is considered involuntary, as failure to close would have necessitated instituting condemnation proceedings. This letter further confirms that prior to and as of the Closing Date, the Property was being put to a productive business use.

Please review this letter carefully and feel free to reach out to me with any questions or concerns you may have.

Sincerely,

David Gibbs
Chairman
Hall County Board of Commissioners

# Hall County Government
BOARD OF COMMISSIONERS

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

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ASSISTANT
COUNTY ADMINISTRATOR
**Casey Ramsey**

ASSISTANT
COUNTY ADMINISTRATOR
**John T. Gentry, Jr.**

COUNTY CLERK
**Jennifer Rivera**

August 14, 2025

Romar Properties, LLC
c/o Robert Blalock
2829 Browns Bridge Road
Gainesville, GA 30504

RE: 1033 Tax-Deferred Exchange & Condemnation Transaction
2802 Florence Drive, SW, Gainesville, GA 30504

Dear Mr. Blalock,

I hope this letter finds you well. The purpose of this letter is to serve as documentation of the details of the real estate transaction involving 2802 Florence Drive, SW, Gainesville, GA 30504, further identified as Hall County Tax Parcel No. 08015 005034 respectively (the "Property"), and to confirm the facts regarding the sale of the Property which may be required as part of any future proposed Section 1033 tax-deferred exchange by the Seller.

Per our previous discussions, it has been determined that the Property is required by Hall County, Georgia for additional space as part of the expansion of the Hall County Government Center campus, which use is a public use for which Hall County is authorized to condemn the Property.

Pursuant to the contract dated July 28, 2025, between Hall County, Georgia, (the "County") and Romar Properties, LLC ("Seller"), it is acknowledged that this transaction is being closed on _____, 2025 (the "Closing Date") in lieu of condemnation proceedings. It is further acknowledged by the County that such closing is considered involuntary, as failure to close would have necessitated instituting condemnation proceedings. This letter further confirms that prior to and as of the Closing Date, the Property was being put to a productive business use.

Please review this letter carefully and feel free to reach out to me with any questions or concerns you may have.

Sincerely,

David Gibbs
Chairman
Hall County Board of Commissioners

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 446/2025

**SUBJECT:** Approve the nominations of Connie Banks, Jerry Jackson and Tom Oliver to the Hospital Authority for a term from October 1, 2025 to September 30, 2028. Commission District 1.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** B

**Recommendation:**
n/a

**Purpose of Request:**
Approve the nominations of Connie Banks, Jerry Jackson and Tom Oliver to the Hospital Authority for a term from October 1, 2025 to September 30, 2028. Commission District 1.

**History:**

**Facts and Issues:**
Hall County will provide 3 nominations and the Authority will select the appointment from those nominations.

The current appointment is Connie Banks. Banks is eligible to serve another term.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **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?** | Yes |
| **Is there a deadline for this item?** | 2025-09-30 |

**Approvals:**

| Approve | Clerk |
|---|---|
| JR | JR |

---

**Attachments:**

Memo & Nomination Form

Northeast Georgia Medical Center, Inc.
743 Spring Street | Gainesville, Georgia 30501 | 770-219-9000

July 9, 2025

***VIA EMAIL – dgibbs@hallcounty.org***
***AND REGULAR U.S. MAIL***

Chairman David Gibbs
Hall County Board of Commissioners
P.O. Box 1435
Gainesville, GA 30503

**RE: Nominations for Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville**

Dear Chairman Gibbs,

The Hospital Authority bylaws provide that terms will expire on September 30, 2025. The Authority members whose terms of office will be expiring this year are Benny Bagwell, Lee Hemmer and Connie Banks.

They have all served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees.

As you know, the selection of new board members is made by the Authority from a list of three individuals nominated by the Board of Commissioners for each expiring term. I am enclosing a form for use by the Board of Commissioners in making its nominations. Please give me a call should you have any questions, or if I may be of assistance in any way.

Sincerely,

Andrei Boyarshinov

Andrei Boyarshinov
Chief Legal Officer

cc: Zach Propes, County Administrator
Jennifer Rivera, Commission Clerk (via email)
Martha Randolph, Hospital Authority Chair
Vicky Curtis, NGHS Senior Exec. Asst. to the President and CEO

**NOMINATIONS TO FILL VACANCIES ON BOARD OF TRUSTEES OF HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE**

**WHEREAS**, the Hospital Authorities Law of Georgia (the "Act") approved in 1964 provides that the Board of Commissioners of Hall County, Georgia, shall nominate three persons to fill vacancies on the Board of any hospital authority that has elected to come under the provisions of said Act; and

**WHEREAS**, the Hospital Authority of Hall County and the City of Gainesville, by a resolution approved April 23, 1964, did elect to have vacancies on its Board of Trustees filled in accordance with and pursuant to the provisions of said Act;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Hall County that the following nominations are hereby made to the Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville;

1. Position to succeed Benny Bagwell:
   (a) _____
   (b) _____
   (c) _____
2. Position to succeed Lee Hemmer:
   (a) _____
   (b) _____
   (c) _____
3. Position to succeed Connie Banks:
   (a) _____
   (b) _____
   (c) _____

This_____day of_____, 2025.

**BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA**

_____
Chairman

_____
Member

_____
Member

_____
Member

_____
Member

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 447/2025

**SUBJECT:** Approve the nominations of Lee Hemmer, Denise Deal and Shelly Echols to the Hospital Authority for a term from October 1, 2025 to September 30, 2028. Commission District 3.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** B

**Recommendation:**
n/a

**Purpose of Request:**
Approve the nominations of Lee Hemmer, Denise Deal and Shelly Echols to the Hospital Authority for a term from October 1, 2025 to September 30, 2028. Commission District 3.

**History:**

**Facts and Issues:**
Hall County will provide 3 nominations and the Authority will select the appointment from those nominations.

The current appointment is Lee Hemmer. Hemmer is eligible to serve another term.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **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?** | Yes |
| **Is there a deadline for this item?** | 2025-09-30 |

**Approvals:**

| Approve | Clerk |
| --- | --- |
| JR | JR |

**Attachments:**

Memo & Nomination Form

Northeast Georgia Medical Center, Inc.
743 Spring Street | Gainesville, Georgia 30501 | 770-219-9000

July 9, 2025

***VIA EMAIL – dgibbs@hallcounty.org***
***AND REGULAR U.S. MAIL***

Chairman David Gibbs
Hall County Board of Commissioners
P.O. Box 1435
Gainesville, GA 30503

**RE: Nominations for Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville**

Dear Chairman Gibbs,

The Hospital Authority bylaws provide that terms will expire on September 30, 2025. The Authority members whose terms of office will be expiring this year are Benny Bagwell, Lee Hemmer and Connie Banks.

They have all served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees.

As you know, the selection of new board members is made by the Authority from a list of three individuals nominated by the Board of Commissioners for each expiring term. I am enclosing a form for use by the Board of Commissioners in making its nominations. Please give me a call should you have any questions, or if I may be of assistance in any way.

Sincerely,

Andrei Boyarshinov

Andrei Boyarshinov
Chief Legal Officer

cc: Zach Propes, County Administrator
Jennifer Rivera, Commission Clerk (via email)
Martha Randolph, Hospital Authority Chair
Vicky Curtis, NGHS Senior Exec. Asst. to the President and CEO

**NOMINATIONS TO FILL VACANCIES ON BOARD OF TRUSTEES OF HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE**

**WHEREAS**, the Hospital Authorities Law of Georgia (the "Act") approved in 1964 provides that the Board of Commissioners of Hall County, Georgia, shall nominate three persons to fill vacancies on the Board of any hospital authority that has elected to come under the provisions of said Act; and

**WHEREAS**, the Hospital Authority of Hall County and the City of Gainesville, by a resolution approved April 23, 1964, did elect to have vacancies on its Board of Trustees filled in accordance with and pursuant to the provisions of said Act;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Hall County that the following nominations are hereby made to the Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville;

1. Position to succeed Benny Bagwell:
   (a) _____
   (b) _____
   (c) _____
2. Position to succeed Lee Hemmer:
   (a) _____
   (b) _____
   (c) _____
3. Position to succeed Connie Banks:
   (a) _____
   (b) _____
   (c) _____

This_____day of_____, 2025.

**BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA**

_____
Chairman

_____
Member

_____
Member

_____
Member

_____
Member

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 408/2025

**SUBJECT:** Approve the purchase of three (3) new Ford F-250 Trucks and one (1) new Ford F-350 Truck for Animal Services to Greene Ford Company of Gainesville, GA, in the amount of $196,446.36.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BH

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the purchase of three (3) new Ford F-250 Trucks and one (1) new Ford F-350 Truck for Animal Services to Greene Ford Company of Gainesville, GA, in the amount of $196,446.36.

**History:**
Animal Services currently has four (4) trucks that are high in mileage (250,000+) and presenting ongoing maintenance issues.

**Facts and Issues:**
The four (4) new trucks will ensure that Animal Control is able to perform their duties in an efficient and effective manner while maintaining the highest quality of service for the animals and citizens of Hall County.

Staff recommends awarding to Greene Ford (lowest bid).

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 196,446.36 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Capital Projects Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| BH | BH | AY | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | JL | CR | JR |

---

**Attachments:**

Financial Supplement
Bid Tab
Greene Ford Quote
John Megel Truck Quote
Akins Ford Truck Quote
Allan Vigil F-350 Quote
Allan Vigil State Contract F-250 Quote

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 408/2025

**Funds Requested:** $ 196,446.36

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Capital Projects Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 350-CAPITAL PROJECTS FUND | 3910-ANIMAL SERVICES | 542200-MOTOR VEHICLES | $196,446.36 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** TG

**Phone:** 678-450-1587

# Vehicle Purchase for Animal Services

| Bidders | Greene Ford | John Megel | Akins Ford | Alan Vigil (State Contract holder) | |
|---|---|---|---|---|---|
| **Location** | Gainesville, GA | Cleveland, GA | Winder, GA | Morrow, GA | |
| **F-250** | $ 48,368.84 | $ 50,003.00 | $ 50,669.00 | $ 58,215.21 | *Cost per un* |
| **F-250** | 3 | 3 | 3 | 3 | *Total units* |
| **F-350** | $ 51,339.84 | $ 52,974.00 | $ 53,640.00 | $ 61,552.98 | *Cost per un* |
| **F-350** | 1 | 1 | 1 | 1 | *Total units* |
| | **$ 196,446.36** | **$ 202,983.00** | **$ 205,647.00** | **$ 236,198.61** | *Total cost* |

*it*

*it*

Preview Order G000 - W3B 4x4 Crew Cab SRW: Order Summary Time of Preview: 06/13/2025 08:58:47 Receipt: NA

**Dealership Name:** Greene Ford Company **Sales Code :** F21405

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Dealer Rep.** | Chris Greene | **Type** | Fleet | **Vehicle Line** | Superduty | **Order Code** | G000 |
| **Customer Name** | ~~City~~ Hall county | **Priority Code** | G4 | **Model Year** | 2026 | **Price Level** | 615 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|---|---|---|---|
| F350 4X4 CREW CAB PICKUP/176 | $54195 | TRAILER BRAKE CONTROLLER | $300 |
| 176 INCH WHEELBASE | $0 | SIRIUSXM W/360L (3 MOS TRIAL) | $0 |
| TOTAL BASE VEHICLE | $54195 | ROOF CLEARANCE LIGHTS | $95 |
| OXFORD WHITE | $0 | JACK | $0 |
| VINYL 40/20/40 SEATS | $0 | UPFITTER SWITCHES | $230 |
| MEDIUM DARK SLATE | $0 | 250 AMP ALTERNATOR | $85 |
| PREFERRED EQUIPMENT PKG.610A | $0 | REMOTE START SYSTEM | $250 |
| .XL TRIM | $0 | PRICE CONCESSION INDICATOR | $0 |
| .AIR CONDITIONING -- CFC FREE | $0 | REMARKS TRAILER | $0 |
| .AM/FM STEREO MP3/CLK | $0 | CONN PKG: 1 YR INCL W/FORD APP | $0 |
| .6.8L DEVCT NA PFI V8 ENGINE | $0 | XL DRIVER ASSIST PACKAGE | $730 |
| 10-SPEED AUTO TORQSHIFT-G | $0 | XL CHROME PACKAGE | $325 |
| .LT245/75R17E BSW ALL-SEASON | $0 | .FOG LAMPS | $0 |
| 4.30 ELECTRONIC-LOCKING AXLE | $430 | SPECIAL DEALER ACCOUNT ADJUSTM | $0 |
| JOB #1 ORDER | $0 | SPECIAL FLEET ACCOUNT CREDIT | $0 |
| FORD FLEET SPECIAL ADJUSTMENT | $0 | FUEL CHARGE | $0 |
| 10900# GVWR PACKAGE | $0 | NET INVOICE FLEET OPTION (B4A) | $0 |
| 50 STATE EMISSIONS | $0 | PRICED DORA | $0 |
| CAMPER PACKAGE | $160 | ADVERTISING ASSESSMENT | $0 |
| .HEAVY SERVICE FRONT SUSPENSION | $0 | DESTINATION & DELIVERY | $2195 |

| | MSRP |
|---|---|
| TOTAL BASE AND OPTIONS | $58995 |
| DISCOUNTS | NA |
| TOTAL | $58995 |

$1,339.84 total OTD.

**ORDERING FIN:** QC832 **END USER FIN:** QC832

INCENTIVES DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :06-764T Bid Date :05/22/25State : GA $-2100.00

Preview Order G001 - X2B 4x4 Super Cab SRW: Order Summary Time of Preview: 06/13/2025 09:10:03 Receipt: NA

**Dealership Name:** Greene Ford Company **Sales Code :** F21405

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Dealer Rep. | Chris Greene | Type | Fleet | Vehicle Line | Superduty | Order Code | G001 |
| Customer Name | ~~Gainesville~~ Hall County | Priority Code | G4 | Model Year | 2026 | Price Level | 615 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|---|---|---|---|
| F250 4X4 SUPERCAB PICKUP/164 | $51235 | TRAILER BRAKE CONTROLLER | $300 |
| 164 INCH WHEELBASE | $0 | SIRIUSXM W/360L (3 MOS TRIAL) | $0 |
| TOTAL BASE VEHICLE | $51235 | ROOF CLEARANCE LIGHTS | $95 |
| OXFORD WHITE | $0 | JACK | $0 |
| VINYL 40/20/40 SEATS | $0 | UPFITTER SWITCHES | $230 |
| MEDIUM DARK SLATE | $0 | 250 AMP ALTERNATOR | $85 |
| PREFERRED EQUIPMENT PKG.600A | $0 | REMOTE START SYSTEM | $250 |
| .XL TRIM | $0 | PRICE CONCESSION INDICATOR | $0 |
| .AIR CONDITIONING – CFC FREE | $0 | REMARKS TRAILER | $0 |
| .AM/FM STEREO MP3/CLK | $0 | CONN PKG: 1 YR INCL W/FORD APP | $0 |
| .6.8L DEVCT NA PFI V8 ENGINE | $0 | XL DRIVER ASSIST PACKAGE | $730 |
| 10-SPEED AUTO TORQSHIFT-G | $0 | XL CHROME PACKAGE | $325 |
| .LT245/75R17E BSW ALL-SEASON | $0 | .FOG LAMPS | $0 |
| 4.30 ELECTRONIC-LOCKING AXLE → 3.73 E locks | $430 | SPECIAL DEALER ACCOUNT ADJUSTM | $0 |
| JOB #1 ORDER | $0 | SPECIAL FLEET ACCOUNT CREDIT | $0 |
| FORD FLEET SPECIAL ADJUSTMENT | $0 | FUEL CHARGE | $0 |
| 10000# GVWR PACKAGE | $0 | NET INVOICE FLEET OPTION (B4A) | $0 |
| 50 STATE EMISSIONS | $0 | PRICED DORA | $0 |
| CAMPER PACKAGE | $160 | ADVERTISING ASSESSMENT | $0 |
| .HEAVY SERVICE FRONT SUSPENSION | $0 | DESTINATION & DELIVERY | $2195 |
| SPARE TIRE AND WHEEL | $0 | | |

| | | MSRP |
|---|---|---|
| TOTAL BASE AND OPTIONS | | $56035 |
| DISCOUNTS | | NA |
| TOTAL | $48,368.84 OTD | $56035 |

**ORDERING FIN:** QC832 **END USER FIN:** QC832

INCENTIVES DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :06-710T Bid Date :05/22/25State : GA $-2400.00

Dealer John Megel

| Vehicle Description | Unit Price | Number of Units | Total |
|---|---|---|---|
| F250 Super Cab LB 4x4 | 50,003.00 | 3 | 150,009.00 |
| F350 Crew Cab LB 4x4 | 52,974.00 | 1 | 52,974.00 |
| | | | |
| Total | | | 202,983.00 |

**Preview Order H00C - X2B 4x4 Super Cab SRW:** Order Summary Time of Preview: 06/18/2025 11:54:29 Receipt: NA

**Dealership Name:** John Megel Ford **Sales Code :** F21444

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Dealer Rep.** | Kacey Landress | **Type** | Fleet | **Vehicle Line** | Superduty | **Order Code** | H00C |
| **Customer Name** | HALL COUNTY | **Priority Code** | G4 | **Model Year** | 2026 | **Price Level** | 615 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|---|---|---|---|
| F250 4X4 SUPERCAB PICKUP/164 | $51235 | SPARE TIRE AND WHEEL | $0 |
| 164 INCH WHEELBASE | $0 | TRAILER BRAKE CONTROLLER | $300 |
| TOTAL BASE VEHICLE | $51235 | SIRIUSXM W/360L (3 MOS TRIAL) | $0 |
| OXFORD WHITE | $0 | ROOF CLEARANCE LIGHTS | $95 |
| VINYL 40/20/40 SEATS | $0 | JACK | $0 |
| MEDIUM DARK SLATE | $0 | UPFITTER SWITCHES | $230 |
| PREFERRED EQUIPMENT PKG.600A | $0 | 250 AMP ALTERNATOR | $85 |
| .XL TRIM | $0 | REMOTE START SYSTEM | $250 |
| .AIR CONDITIONING -- CFC FREE | $0 | CONN PKG: 1 YR INCL W/FORD APP | $0 |
| .AM/FM STEREO MP3/CLK | $0 | XL DRIVER ASSIST PACKAGE | $730 |
| .6.8L DEVCT NA PFI V8 ENGINE | $0 | XL CHROME PACKAGE | $325 |
| 10-SPEED AUTO TORQSHIFT-G | $0 | .FOG LAMPS | $0 |
| .LT245/75R17E BSW ALL-SEASON | $0 | SPECIAL DEALER ACCOUNT ADJUSTM | $0 |
| 3.73 ELECTRONIC-LOCKING AXLE | $430 | SPECIAL FLEET ACCOUNT CREDIT | $0 |
| JOB #1 ORDER | $0 | FUEL CHARGE | $0 |
| FORD FLEET SPECIAL ADJUSTMENT | $0 | NET INVOICE FLEET OPTION (B4A) | $0 |
| 10000# GVWR PACKAGE | $0 | PRICED DORA | $0 |
| 50 STATE EMISSIONS | $0 | ADVERTISING ASSESSMENT | $0 |
| CAMPER PACKAGE | $160 | DESTINATION & DELIVERY | $2195 |
| HEAVY SERVICE FRONT SUSPENSION | $0 | | |

$50,003 Per unit

| | MSRP |
|---|---|
| TOTAL BASE AND OPTIONS | $56035 |
| DISCOUNTS | NA |
| TOTAL | $56035 |

**ORDERING FIN:** QC832 **END USER FIN:** QC832 x 3

Customer Name: Hall County Animal control Customer Email:
Customer Address: Customer Phone:

**Preview Order H03C - W3B 4x4 Crew Cab SRW:** Order Summary Time of Preview: 06/18/2025 12:14:05 Receipt: NA

**Dealership Name:** John Megel Ford **Sales Code :** F21444

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Dealer Rep.** | Kacey Landress | **Type** | Fleet | **Vehicle Line** | Superduty | **Order Code** | H03C |
| **Customer Name** | Hall county a | **Priority Code** | G4 | **Model Year** | 2026 | **Price Level** | 615 |

| DESCRIPTION | MSRP | DESCRIPTION | MSRP |
|---|---|---|---|
| F350 4X4 CREW CAB PICKUP/176 | $54195 | .HEAVY SERVICE FRONT SUSPENSION | $0 |
| 176 INCH WHEELBASE | $0 | TRAILER BRAKE CONTROLLER | $300 |
| TOTAL BASE VEHICLE | $54195 | SIRIUSXM W/360L (3 MOS TRIAL) | $0 |
| OXFORD WHITE | $0 | ROOF CLEARANCE LIGHTS | $95 |
| VINYL 40/20/40 SEATS | $0 | JACK | $0 |
| MEDIUM DARK SLATE | $0 | UPFITTER SWITCHES | $230 |
| PREFERRED EQUIPMENT PKG.610A | $0 | 250 AMP ALTERNATOR | $85 |
| .XL TRIM | $0 | REMOTE START SYSTEM | $250 |
| .AIR CONDITIONING -- CFC FREE | $0 | CONN PKG: 1 YR INCL W/FORD APP | $0 |
| .AM/FM STEREO MP3/CLK | $0 | XL DRIVER ASSIST PACKAGE | $730 |
| .6.8L DEVCT NA PFI V8 ENGINE | $0 | XL CHROME PACKAGE | $325 |
| 10-SPEED AUTO TORQSHIFT-G | $0 | .FOG LAMPS | $0 |
| .LT245/75R17E BSW ALL-SEASON | $0 | SPECIAL DEALER ACCOUNT ADJUSTM | $0 |
| 4.30 ELECTRONIC-LOCKING AXLE | $430 | SPECIAL FLEET ACCOUNT CREDIT | $0 |
| JOB #1 ORDER | $0 | FUEL CHARGE | $0 |
| FORD FLEET SPECIAL ADJUSTMENT | $0 | NET INVOICE FLEET OPTION (B4A) | $0 |
| 10900# GVWR PACKAGE | $0 | PRICED DORA | $0 |
| 50 STATE EMISSIONS | $0 | ADVERTISING ASSESSMENT | $0 |
| CAMPER PACKAGE | $160 | DESTINATION & DELIVERY | $2195 |

| | MSRP |
|---|---|
| TOTAL BASE AND OPTIONS | $58995 |
| DISCOUNTS | NA |
| TOTAL | $58995 |

$52,974

**ORDERING FIN:** QC832 **END USER FIN:** QC832

x1 unit

Customer Name: Hall County Animal Control

Customer Address:

Customer Email:

Customer Phone:

Dealer Akins Ford

| Vehicle Description | Unit Price | Number of Units | Total |
|---|---|---|---|
| F250 Super Cab LB 4x4 | 50,669.00 | 3 | 152,007.00 |
| F350 Crew Cab LB 4x4 | 53,640.00 | 1 | 53,640.00 |
| | | | |
| Total | | | 205,647.00 |

# BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 • Winder, GA 30680 • 770-867-9136 • 800-282-7872 • www.akinsford.com • sales @ akinsford.net

**CUSTOMER INFORMATION FOR TITLE PURPOSES**

| | | | | |
|---|---|---|---|---|
| SALESPERSON: Savanna | | | | PROSPECT # |
| NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: HALL COUNTY ANIMAL CONTROL | | | STOCK NUMBER: QUOTE | DATE: 06/10/25 |
| | | | TYPE - R.F.W.T.L. - | FLEET# |
| STREET ADDRESS | CITY | COUNTY | STATE: GA | ZIP CODE |
| MAILING ADDRESS | CITY | COUNTY | STATE | ZIP CODE |
| HOME PHONE | CELL OR PAGER # | OFFICE OR WORK PHONE | E-MAIL ADDRESS | |

**PRIMARY PURCHASER INFORMATION**

| SOCIAL SECURITY | DRIVER'S LICENSE # | DATE OF BIRTH | NAD # |
|---|---|---|---|
| | | | |

**VEHICLE PURCHASED**

| TYPE | YEAR | MAKE | MODEL | BODY |
|---|---|---|---|---|
| NEW | 2026 | FORD | F350 | CREW CAB |

| CYLINDERS | TRANSMISSION | FUEL | COLOR | TRIM | VIN |
|---|---|---|---|---|---|
| | AUTO | GAS | WHITE | XL | ORDERABLE UNIT |

| KEY CODE | OTHER | ODOMETER |
|---|---|---|
| | 4X4 PICKUP W 8' BOX (175" WHEELBASE) | |

**TRADE-IN #1**

| YEAR | MAKE | VIN | |
|---|---|---|---|
| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER | |
| PAYOFF OWED TO | | PHONE NUMBER | QUOTED BY |
| ADDRESS | | CITY | STATE / ZIP CODE |

**TRADE-IN #2**

| YEAR | MAKE | VIN | |
|---|---|---|---|
| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER | |
| PAYOFF OWED TO | | PHONE NUMBER | QUOTED BY |
| ADDRESS | | CITY | STATE / ZIP CODE |

**LIEN HOLDER**

| PURCHASED VEHICLE LIEN HOLDER | | LIEN HOLDER CODE | |
|---|---|---|---|
| ADDRESS | CITY | STATE | ZIP CODE |

**INSURANCE**

| COMPANY | | POLICY NUMBER | |
|---|---|---|---|
| AGENT | | PHONE | |
| ADDRESS | CITY | STATE | ZIP CODE |

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

| | |
|---|---|
| BASE PRICE | $53,640.00 |
| | $0.00 |
| | $0.00 |
| | $0.00 |
| TOTAL PRICE INCLUDING DEALER OPTIONS | $53,640.00 |
| ADJUSTED PRICE INCL DISCOUNT(S) | $53,640.00 |
| GROSS TRADE-IN ALLOWANCE | $0.00 |
| TRADE DIFFERENCE | $53,640.00 |
| SERVICE & DOCUMENTATION FEE | $0.00 |
| TAXABLE AMOUNT | $53,640.00 |
| SALES TAX 0% | $0.00 |
| TAG & TITLE FEE | $0.00 |
| GA WARRANTY RIGHTS FEE (NEW ONLY) | $0.00 |
| PRICE INCLUDING TAX & FEES | $53,640.00 |
| BALANCE OWED ON TRADE(S) | $0.00 |
| TOTAL PURCHASE PRICE W/TRADES | $53,640.00 |
| REBATE(S) ASSIGNED TO DEALER | $0.00 |
| DEPOSIT RECEIPT # _____ | $0.00 |
| CASH DOWN RECEIPT $ _____ | $0.00 |
| SERVICE CONTRACT | $0.00 |
| GAP | |
| | |
| UNPAID BALANCE | |
| NET DUE UPON DEL CASH/CHECK CONTRACT | $53,640.00 |

# BUYER'S ORDER / INVOICE / BILL OF SALE

P.O. Box 280 · Winder, GA 30680 · 770-867-9136 · 800-282-7872 · www.akinsford.com · sales @ akinsford.net

## CUSTOMER INFORMATION FOR TITLE PURPOSES

| | | | | |
|---|---|---|---|---|
| SALESPERSON: Savanna | | | | PROSPECT # |
| NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: HALL COUNTY ANIMAL CONTROL | | | STOCK NUMBER: QUOTE | DATE: 06/10/25 |
| | | | TYPE - R.F.W.T.L. | FLEET# |
| STREET ADDRESS | CITY | COUNTY | STATE: GA | ZIP CODE |
| MAILING ADDRESS | CITY | COUNTY | STATE | ZIP CODE |
| HOME PHONE | CELL OR PAGER # | OFFICE OR WORK PHONE | E-MAIL ADDRESS | |

## PRIMARY PURCHASER INFORMATION

| SOCIAL SECURITY | DRIVER'S LICENSE # | DATE OF BIRTH | NAD # |
|---|---|---|---|
| | | | |

## VEHICLE PURCHASED

| TYPE | YEAR | MAKE | MODEL | BODY |
|---|---|---|---|---|
| NEW | 2026 | FORD | F250 | EXTENDED CAB |

| CYLINDERS | TRANSMISSION | FUEL | COLOR | TRIM | VIN |
|---|---|---|---|---|---|
| | AUTO | GAS | WHITE | XL | ORDERABLE UNIT |

| KEY CODE | OTHER | ODOMETER |
|---|---|---|
| | 4X4 PICKUP W 8' BOX (164" WHEELBASE) | |

## TRADE-IN #1

| YEAR | MAKE | VIN |
|---|---|---|
| | | |

| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
|---|---|---|---|
| | | | |

| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER |
|---|---|---|
| | | |

| PAYOFF OWED TO | PHONE NUMBER | QUOTED BY |
|---|---|---|
| | | |

| ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|
| | | | |

## TRADE-IN #2

| YEAR | MAKE | VIN |
|---|---|---|
| | | |

| MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $ |
|---|---|---|---|
| | | | |

| PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER |
|---|---|---|
| | | |

| PAYOFF OWED TO | PHONE NUMBER | QUOTED BY |
|---|---|---|
| | | |

| ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|
| | | | |

## LIEN HOLDER

| PURCHASED VEHICLE LIEN HOLDER | LIEN HOLDER CODE |
|---|---|
| | |

| ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|
| | | | |

## INSURANCE

| COMPANY | POLICY NUMBER |
|---|---|
| | |

| AGENT | PHONE |
|---|---|
| | |

| ADDRESS | CITY | STATE | ZIP CODE |
|---|---|---|---|
| | | | |

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

| | |
|---|---|
| BASE PRICE | $50,669.00 |
| | $0.00 |
| | $0.00 |
| | $0.00 |
| TOTAL PRICE INCLUDING DEALER OPTIONS | $50,669.00 |
| ADJUSTED PRICE INCL DISCOUNT(S) | $50,669.00 |
| GROSS TRADE-IN ALLOWANCE | $0.00 |
| TRADE DIFFERENCE | $50,669.00 |
| SERVICE & DOCUMENTATION FEE | $0.00 |
| TAXABLE AMOUNT | $50,669.00 |
| SALES TAX 0% | $0.00 |
| TAG & TITLE FEE | $0.00 |
| GA WARRANTY RIGHTS FEE (NEW ONLY) | $0.00 |
| PRICE INCLUDING TAX & FEES | $50,669.00 |
| BALANCE OWED ON TRADE(S) | $0.00 |
| TOTAL PURCHASE PRICE W/TRADES | $50,669.00 |
| REBATE(S) ASSIGNED TO DEALER | $0.00 |
| DEPOSIT RECEIPT # _____ | $0.00 |
| CASH DOWN RECEIPT $ _____ | $0.00 |
| SERVICE CONTRACT | $0.00 |
| GAP | |
| | |
| UNPAID BALANCE | |
| NET DUE UPON DEL CASH/CHECK CONTRACT | $50,669.00 |

CNGP530 VEHICLE ORDER CONFIRMATION 06/10/25 13:16:46
==>

2026 F-SERIES SD Dealer: F21480
Page: 1 of 2

Order No: N000 Priority: G4 Ord FIN: QC832 Order Type: 5B Price Level: 615
Ord PEP: 610A Cust/Flt Name: HALL COUNTY PO Number:

| | | RETAIL |
|---|---|---|
| W3B | F350 4X4 CREW/C | $54195 |
| | 176" WHEELBASE | |
| Z1 | OXFORD WHITE | |
| A | VNYL 40/20/40 | |
| S | MED DARK SLATE | |
| 610A | PREF EQUIP PKG | |
| | .XL TRIM | |
| 572 | .AIR CONDITIONER | NC |
| | .AMFM/MP3/CLK | |
| 99A | .6.8L DEV V8 ENG | NC |
| 44F | 10-SPD AUTOMATC | NC |
| TD8 | .LT245 BSW AS 17 | |
| X4M | 4.30 ELOCKING | 430 |
| | JOB #1 BUILD | |
| | FLEET SPCL ADJ | NC |
| | 10900# GVWR PKG | |
| 425 | 50 STATE EMISS | NC |
| 471 | CAMPER PACKAGE | 160 |
| | .HVY SER FRT SUS | |
| 52B | TRLR BRAKE CONT | 300 |
| | SIRIUSXM 3MOS T | |
| 592 | ROOF CLEAR LGTS | 95 |
| | JACK | |
| | TOTAL BASE AND OPTIONS | 58995 |
| | TOTAL | 58995 |

*THIS IS NOT AN INVOICE*

* MORE ORDER INFO NEXT PAGE *

F1=Help F2=Return to Order F8=Next F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

QC00402

CNGP530 HICLE ORDER CONFIRMATION 06/10/25 13:16:59
==> Dealer: F21480
2026 F-SERIES SD Page: 2 of 2
Order No: N000 Priority: G4 Ord FIN: QC832 Order Type: 5B Price Level: 615
Ord PEP: 610A Cust/Flt Name: HALL COUNTY PO Number:

| | | RETAIL |
|---|---|---|
| 66S | UPFITTER SWTCH | $230 |
| 67E | 250 AMP ALTRNTR | 85 |
| 76S | REMOTE START | 250 |
| | CONNECT PKG 1YR | |
| 96D | XL DRIVER ASST | 730 |
| 96V | XL CHROME PKG | 325 |
| | .FOG LAMPS | |
| | SP DLR ACCT ADJ | |
| | SP FLT ACCT CR | |
| | FUEL CHARGE | |
| B4A | NET INV FLT OPT | NC |
| | DEST AND DELIV | 2195 |
| TOTAL | BASE AND OPTIONS | 58995 |
| TOTAL | | 58995 |

RETAIL
*THIS IS NOT AN INVOICE*

F1=Help F2=Return to Order F7=Prev F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library

QC00402

- Heavy-Service Front Suspension included with Camper Package

CNGP530 VEHICLE ORDER CONFIRMATION 06/10/25 13:03:03
==> Dealer: F21480
2026 F-SERIES SD Page: 1 of 2
Order No: N000 Priority: G4 Ord FIN: QC832 Order Type: 5B Price Level: 615
Ord PEP: 600A Cust/Flt Name: HALL COUNTY PO Number:

| | | RETAIL |
|---|---|---|
| X2B | F250 4X4 S/C | $51235 |
| | 164" WHEELBASE | |
| Z1 | OXFORD WHITE | |
| A | VNYL 40/20/40 | |
| S | MED DARK SLATE | |
| 600A | PREF EQUIP PKG | |
| | .XL TRIM | |
| 572 | .AIR CONDITIONER | NC |
| | .AMFM/MP3/CLK | |
| 99A | .6.8L DEV V8 ENG | NC |
| 44F | 10-SPD AUTOMATC | NC |
| TD8 | .LT245 BSW AS 17 | |
| X3E | 3.73 ELOCKING | 430 |
| | JOB #1 BUILD | |
| | FLEET SPCL ADJ | NC |

| | | RETAIL |
|---|---|---|
| | 10000# GVWR PKG | |
| 425 | 50 STATE EMISS | NC |
| 471 | CAMPER PACKAGE | 160 |
| | .HVY SER FRT SUS | |
| 512 | SPARE TIRE/WHL2 | NC |
| 52B | TRLR BRAKE CONT | 300 |
| | SIRIUSXM 3MOS T | |
| 592 | ROOF CLEAR LGTS | 95 |
| TOTAL BASE AND OPTIONS | | 56035 |
| TOTAL | | 56035 |

*THIS IS NOT AN INVOICE*

* MORE ORDER INFO NEXT PAGE *

F1=Help F2=Return to Order F8=Next F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
QC00402

- Heavy-Service Front Suspension included in Camper Package

CNGP530 .HICLe ORDER CONFIRMATION 06/10/25 13:03:18
==> Dealer: F21480
2026 F-SERIES SD Page: 2 of 2
Order No: N000 Priority: G4 Ord FIN: QC832 Order Type: 5B Price Level: 615
Ord PEP: 600A Cust/Flt Name: HALL COUNTY PO Number:

| | | RETAIL |
|---|---|---|
| | JACK | |
| 66S | UPFITTER SWTCH | 230 |
| 67E | 250 AMP ALTRNTR | 85 |
| 76S | REMOTE START | 250 |
| | CONNECT PKG 1YR | |
| 96D | XL DRIVER ASST | 730 |
| 96V | XL CHROME PKG | 325 |
| | .FOG LAMPS | |
| | SP DLR ACCT ADJ | |
| | SP FLT ACCT CR | |
| | FUEL CHARGE | |
| B4A | NET INV FLT OPT | NC |
| | DEST AND DELIV | 2195 |

| | RETAIL |
|---|---|
| TOTAL | $56035 |

*THIS IS NOT AN INVOICE*

OTAL BASE AND OPTIONS 56035
F7=Prev
F1=Help F2=Return to Order F3/F12=Veh Ord Menu
F4=Submit F5=Add to Library
QC00402

# *ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES*

**2024 Ford 350 Regular Cab**
**V8 Long Bed 4X2 (1 ton)**

**Base Price** **$51,462.00**

**SWC #99999-SPD0001218**

**Equipment included in Base price**

6.8L V8 Gasoline/E85 Engine
10 Speed Automatic Transmission
Factory Installed A/C
1,0000# GVWR
Single rear wheels
AM-FM RadioMP3
8" screen, bluetooth
Power windows, locks, mirrors
Remote keyless entry
40/20/40 Vinyl Bench Seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
Trailer brake controller
2.5" Receiver Hitch (12.5k)
Tilt Steering Wheel
Rear View Camera
Electric Shift **(4X4 only)**
Cruise control

Colors Available

| | Exterior | Interior |
|---|---|---|
| UM | AGATE BLACK | Gray |
| E9 | ARGON BLUE | Gray |
| M7 | CARBINIZED GRAY | Gray |
| DR | AVALANCH | Gray |
| Z1 | OXFORD WHITE | Gray |
| PQ | RACE RED | Gray |

FOB Allan Vigil Ford
Delivery $1.50 per mile, $75 minimum

**ALLAN VIGIL FORD GOV'T SALES**
**6790 Mt. Zion Blvd**
**Morrow, GA 30260**

**770-968-0680 Phone**
**800-821-5151 Toll Free**
**678-364-3910 Fax**

| Options | Price | | Code |
|---|---|---|---|
| 6.7L V8 Diesel Engine | 10,995.00 | | 99T |
| 6.7L V8 Diesel Eng. Hi output | 12,995.00 | | 99M |
| 4X4 Option | 5,225.00 | x | F3B |
| LT245 All-terrain tires | 675.00 | | TBM |
| Super Cab Long Bed | 5,975.00 | | X30l |
| Super Cab Short Bed | 5,495.00 | | X30s |
| Crew Cab Long Bed | 6,725.00 | x | W30l |
| Crew Cab Short Bed | 6,225.00 | | W30s |
| Dual Rear Wheels(Long bed) | 3,345.00 | | C&D |
| Locking rear axle | 1,310.00 | x | X4L |
| Roof Clearance Lights | 325.00 | x | 592 |
| Brake light mounted Strob | 950.00 | | 91S |
| Cab Steps (running boards) | 625.00 | | 18B |
| Retractable Bed Side-Step | 315.00 | | 87S |
| Engine block heater | 95.00 | | 41H |
| PTO Transmission-diesel only | 270.00 | | 62R |
| Interior work surface | 225.00 | | 52S |
| 110 AC outlet | 275.00 | | 43C |
| XL Off-road package-4X4 only includes skid plates | 1,575.00 | | 17X |
| R.window defrost-privacy glass | 468.00 | | 435/924 |
| Cloth 40/20/40 Bench Seat | 795.00 | | 1S |
| HD Alternator | 373.00 | x | 67D |
| Upfitter Switches | 313.00 | x | 66S |
| Spray-in Bedliner | 625.00 | | ATK |
| Tailgate Step | 750.00 | | 85N |
| **Snowplow/prep pkg** | $453.00 | x | 473 |
| **Gooseneck hitch prep kit** | $1,310.00 | | 53W/15J |
| Dual battery | 625.00 | | 86M |
| Extrior Back-up alarm | 240.00 | | 76C |
| Additional key | 399.00 | | AV |
| CNG/Propane pkg | $475.00 | | 98F |

| | |
|---|---|
| Option Total | 14724 |
| Sub-Total | 66186 |
| Discount 7% | -4633.02 |
| | |
| Delivery | |
| Total | 61552.98 |

Contact _____
Agency _____
Phone Number _____

# *ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES*

**2026 Ford F250 Regular Cab**
**V8 Long Bed 4X2 (3/4 ton)**

**Base Price** **$48,870.00**

**SWC #99999-SPD-ES40199373-002**

**Equipment included in Base price**

6.8L V8 Gasoline/E85 Engine
10 Speed Automatic Transmission
Factory Installed A/C
9800# GVWR
AM-FM RadioMP3
8" screen, bluetooth
Power windows, locks, mirrors
Remote keyless entry
40/20/40 Vinyl Bench Seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
2.5" Reciever hitch(12.5k)
Cruise Control
Handles (black door & tailgate

| Options | Price | | Code |
|---|---|---|---|
| 6.7L V8 Diesel Engine | 10,495.00 | | 99T |
| 6.7L V8 Diesel Eng. Hi output | 12,995.00 | | 99M |
| 4X4 Option | 4,649.00 | 4,649.00 | 2B |
| Supercab short bed | 5,495.00 | | X2A |
| Super Cab Long Bed | 5,975.00 | 5,975.00 | X2A |
| Trailer Brake controler | 375.00 | 375.00 | 52B |
| Crew Cab Short Bed | 6,225.00 | | W2A |
| Crew Cab Long Bed | 6,725.00 | | W2A |
| Electronic locking axle | 1,310.00 | 1,310.00 | |
| Roof Clearance Lights | 325.00 | 325.00 | 592 |
| Brake light mounted Strob | 950.00 | | 91S |
| Cab Steps (running boards) | 625.00 | | 18B |
| Retractable Bed Side-Step | 315.00 | | 87S |
| Engine block heater | 95.00 | | 41H |
| PTO Transmission -diesel only | 270.00 | | 62R |
| Interior work surface | 225.00 | | 52S |
| LT245 All Terrain Tires | 675.00 | | TBM |
| XL Off-road package-4X4 only includes skid plates | 1,575.00 | | 17Z |
| R.window defrost-privacy glass | 468.00 | | 435/924 |
| Cloth 40/20/40 Bench Seat | 795.00 | | 1S |
| HD Alternator | 373.00 | 373.00 | 67D |
| Upfitter Switches | 267.00 | 267.00 | 66S |
| Spray-in Bedliner | 625.00 | | ATK |
| 120V/400W outlet | 260.00 | | 43C |
| **Dual Battery** | $625.00 | | 86M |
| **Tail gate step** | $750.00 | | 85G |
| Snow plow prep/pkg | 453.00 | 453.00 | 473 |
| Pick-up bed delete | <235> | | 66D |
| Gooseneck hitch(long bed & 4X4 required) | 1,310.00 | | 53W/15J |
| CNG/Propane pkg | 450.00 | | 98F |
| **Option Total** | | 13727 | |
| Other Vender added Equipment | | | |
| Sub-Total | | $62,597.00 | |
| Discount 7% | | (4,381.79) | |
| Delivery | | | |
| Total | | $58,215.21 | |

Colors Available

| | Exterior | Interior |
|---|---|---|
| UM | Agate Black | D.Slate |
| M7 | Carbonized Gray | D.Slate |
| Z1 | Oxford White | D.Slate |
| PQ | Race Red | D.Slate |
| E9 | Argon Blue | D.Slate |
| DR | Avalanch | D.Slate |

FOB Allan Vigil Ford
Delivery $1.50 per mile, $75 minimum

**ALLAN VIGIL FORD GOV'T SALES**
**6790 Mt. Zion Blvd**
**Morrow, GA 30260**

**770-968-0680 Phone**
**800-821-5151 Toll Free**
**678-364-3910 Fax**

**Contact** _____
Agency _____
Phone Number _____

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 502/2025

**SUBJECT:** Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission transferring any property interests possessed by Hall County, GA resulting from agreements entered into with the Chicopee Woods Area Park Commission in 1989 to the Chicopee Woods Area Park Commission and further terminating those agreements; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** NA

**Recommendation:**
Approval.

**Purpose of Request:**
Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission transferring any property interests possessed by Hall County, GA resulting from agreements entered into with the Chicopee Woods Area Park Commission in 1989 to the Chicopee Woods Area Park Commission and further terminating those agreements; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

**History:**

**Facts and Issues:**

**Options:**

In 1989, the Board of Commisioner and the Chicopee Woods Area Park Commission entered ito a lease agreemet by which Chicopee Woods Area Park Commission leased to the County a certain portion of real property upon which an agricultural center was to be constructed and then operated and maintained by the County.

The County was to retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises.

The County did construct the Agricultural Center and has been responsible for its operation and maintenance since.

The County and Chicopee Woods Area Park Commission shortly after the execution of the agreement further agreed that it would be beneficial to the parties and the Citizens of Hall County that a youth group home be constructed on the premises leased to the County in the agreement and the Youth Group Home be maintained and operated by the County.

The County did construct the Youth Group Home on the premises leased to the County in the agreement and has been responsible for its operation and maintenance since.

Hall County Corrections are currently operating what was the Youth Group Home as Transitional Housing.

The Hall County Board of Commissioners has determined that the execution of an Intergovernmental Agreement between the County and Chicopee Woods serving to modernize the Agreement, clarify the terms and better reflect the current circumstances on the leased premises is necessary and in the best interest of the Citizens of Hall County, the County Government and Chicopee Woods.

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Budget | Finance | Attorney |
|---|---|---|---|
| JR | JM | TS | JL |
| **Administration** | | **Clerk** | |
| CR | | JR | |

**Attachments:**

Resolution

STATE OF GEORGIA
COUNTY OF HALL

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA TO APPROVE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICOPEE WOODS AREA PARK COMMISSION TRANSFERING ANY PROPERTY INTERESTS POSSESSED BY HALL COUNTY, GEORGIA RESULTING FROM AGREEMENTS ENTERED INTO WITH THE CHICOPEE WOODS AREA PARK COMMISSION IN 1989 TO THE CHICOPEE WOODS AREA PARK COMMISSION AND FURTHER TERMINATING THOSE AGREEMENTS**

**WHEREAS,** in 1989, the Board of Commissioners of Hall County, Georgia (hereinafter referred to as the "County") and the Chicopee Woods Area Park Commission (hereinafter referred to as "Chicopee Woods") entered into two (2) separate agreements both with terms of fifty (50) years providing for, respectively, the construction of what would become the Elachee Nature Science Center (hereinafter referred to as "the Nature Center") (attached hereto as "Exhibit A" and referred to hereinafter as the "Nature Center Agreement") and for the construction of what would become the Chicopee Woods Golf Course (hereinafter referred to as the "Golf Course")(attached hereto as "Exhibit B" and referred to hereinafter as the "Golf Course Agreement") by which Chicopee Woods leased to Hall County, Georgia certain portions of real property, described with specificity in Exhibits "A" and "B" upon which the County agreed to facilitate the construction of a Nature Science Center and a Golf Course for the use of the citizens of Hall County; and

**WHEREAS,** pursuant to the Golf Course Agreement, the County funded the project and Chicopee Woods was authorized to act as the County's designated project representative and in that role Chicopee Woods facilitated the designing and construction of the Golf Course as well as oversaw the purchasing of all property necessary for the

completion of the Golf Course; and

**WHEREAS,** pursuant to the Golf Course Agreement the County underwrote the project and was entitled to retain title to all property purchased in compliance with the Golf Course Agreement; and

**WHEREAS,** pursuant to the Nature Center Agreement the County underwrote the project and was entitled to retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises in accordance with the Nature Center Agreement; and

**WHEREAS**, both the Golf Course Agreement and the Nature Center Agreement provided that after construction was completed both facilitates, the Golf Course and the Nature Center, were to be operated and maintained by Chicopee Woods and were to be made available to the public; and

**WHEREAS,** both the Golf Course and the Nature Center were completed in accordance with the respective agreements and have been operating and available to the public for an extended period of time; and

**WHEREAS,** neither the Golf Course Agreement nor the Nature Center Agreement entitles the County to receive any operating revenue from either project; and

**WHEREAS,** the County does not in fact receive any operating revenue from either facility; and

**WHEREAS,** the County is not involved in any capacity in the daily operations of

either the Golf Course or the Nature Center; and

**WHEREAS,** the Hall County Board of Commissioners has determined that divesting the County of any and all property interest the County has remaining by virtue of the Golf Course Agreement and the Nature Center Agreement respectively is in the best interest of Hall County, Georgia and it's citizens; and

**WHEREAS,** The Hall County Board of Commissioners has determined that the termination of the Golf Course Agreement and the Nature Center Agreement is in the best interest of Hall County, Georgia and it's citizens.

**NOW, THEREFORE,** the Board of Commissioners of Hall County, Georgia does hereby resolve to approve the execution of an Intergovernmental Agreement attached hereto as "Exhibit C" terminating the Golf Course Agreement and the Nature Center Agreement and transferring all remaining property interests currently possessed by Hall County, Georgia by virtue of the Golf Course Agreement and the Nature Center Agreement to Chicopee Woods and further authorizes the Chairman to sign any and all documents necessary to effectuate the execution of the Intergovernmental Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SO RESOLVED,** this the _____ day of _____, 2025

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____

David Gibbs, Chairman

ATTEST:

_____ (SEAL)

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____

Justin Lawhon, Interim County Attorney

EXHIBIT A

ELACHEE BUILDINGS

COUNTY - CWAPC

AGREEMENT

STATE OF GEORGIA,

COUNTY OF HALL.

THIS AGREEMENT (the "Agreement") made and entered into as of the 11th day of September, 1989, by and between CHICOPEE WOODS AREA PARK COMMISSION, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (hereinafter referred to as "Chicopee Woods") and the BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA (hereinafter referred to as the "County");

W I T N E S S E T H :

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia, any county, municipality or any combination thereof may exercise powers and provide services related to parks, recreational areas, programs and facilities; and,

WHEREAS, with respect to activities, services or facilities which the contracting parties are authorized by law to undertake to provide, a county, municipality or other political subdivision of the state may contract for any period not exceeding fifty (50) years with another county, municipality or political subdivision

or with any other public agency, public corporation or public authority for joint services or the provision of services or for the joint or separate use of the facilities or equipment pursuant to Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia; and,

WHEREAS, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating nature and science facilities and the usual and convenient facilities appertaining to such an undertaking and the lease of any part or all of such facilities including real and personal properties so as to assure the efficient and proper development, maintenance and operation thereof;

WHEREAS, pursuant to deeds of gift originally from Johnson & Johnson, a corporation duly organized and existing under the laws of the State of New Jersey, Chicopee Woods has acquired 2674 acres of land, hereinafter referred to as the "Total Acreage", a portion of which is deemed suitable for a nature and science center; and

WHEREAS, pursuant to O.C.G.A. §§ 48-8-110 et seq. Hall County has been authorized by a public referendum to levy a special one percent (1%) sales and use tax, part of the purpose of which is to provide One Million, Two Hundred Thousand and no/100 ($1,200,000.00) Dollars for the construction of a new nature and science center and to provide funds for other educational and recreational facilities in the Total Acreage owned and administered by Chicopee Woods; and

WHEREAS, it is to the benefit of the residents of Hall County and the area served by Chicopee Woods to construct and develop a quality nature and science center which shall be named the Chicopee Woods Nature Center and will be opened to the public through the cooperative efforts of the parties hereto and,

WHEREAS, the parties hereto desire to set forth their agreement in this writing;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

SECTION ONE

CONTRACT

Pursuant to Article IX, Section II, Paragraph III and Article IX, Section II, Paragraph I of the 1983 Constitution of the State of Georgia, Chicopee Woods and Hall County hereby contract for the construction, operation and maintenance of a quality nature and science center on the terms hereinafter set forth (the "Project").

SECTION TWO

DEMISED PREMISES

Chicopee Woods hereby leases to Hall County and Hall County hires from Chicopee Woods, for the purposes of constructing the Project which shall be named the Chicopee Woods Nature Center, all that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the County of Hall, State of Georgia, more particularly described as follows:

All that tract or parcel of land lying and being situate in the GMD 1565 of Hall County, Georgia, consisting of 7.56 acres, more or less, as shown on a plat of survey prepared by Ayres & Associates, dated April 7, 1989, recorded at Plat Book 135, pages 172-173, of the Hall County, Georgia Deed Records, which plat is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North, South, East and West by other lands belonging to the Chicopee Woods Area Park Commission. Said property is also bounded on the North by I-985, also known as S.R. 365, and on the East by Chicopee Woods Road.

Said lands and any improvements located thereon from time to time during the term hereof, are hereinafter referred to as the "Premises".

SECTION THREE

TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the date set forth above and ending on that day fifty (50) years from the date hereof. As used herein the expression "term hereof" refers to such term. Prior to the expiration of the term hereof, the parties shall enter into negotiations for the purpose of establishing terms and conditions of a renewal agreement.

SECTION FOUR

DUTY TO CONSTRUCT IMPROVEMENTS

The County shall cause to be constructed on the Premises the Project at its sole cost. Pursuant to law, the County shall

execute contracts for the design and construction of the Project and will provide engineering, purchasing and administrative support during the completion of the contracts.

Nothing in this Agreement shall obligate County to Chicopee Woods as to the improvements to be constructed, the cost of funding of the improvements, or the timeliness of construction. County shall not be required to report to or obtain permission from Chicopee Woods prior to or during the construction of said improvements about any facet of construction, the cost of construction or progress of construction.

Chicopee Woods shall have the right to review, and make recommendations with respect to any improvements proposed to be constructed. The Board of Commissioners of the County shall have the exclusive authority to make all decisions and implement those decisions with respect to the improvements and their construction and use. All contracting, purchasing and procuring of services shall be in accordance with all laws of the State of Georgia applicable to Hall County.

Title to all improvements and fixtures, permanent and temporary, shall be vested in the Board of Commissioners of Hall County.

SECTION FIVE

CONSIDERATION

In consideration for the Lease herein, the County shall provide funds for the construction of the Project, not to exceed One Million, Two Hundred Thousand Dollars ($1,200,000).

## SECTION SIX

## USES

The parties shall use the Premises exclusively as the site for the Project and related facilities.

## SECTION SEVEN

## OPERATION AND MAINTENANCE

(i) Effective the date of completion of construction of the project, the County hereby employs Chicopee Woods and delegates to Chicopee Woods sole responsibility for the operation, regulation and maintenance of the Project, including procuring managing agents, establishing fees, regulations and rules governing the Project as well as the employment and termination of Project personnel, which personnel shall be deemed employees of Chicopee Woods.

(ii) The term of this employment shall be commensurate with the term of this Agreement and for the purposes hereof from the date of completion of the construction of the Project the County subleases to Chicopee Woods the Premises for the balance of the term hereof, for the rental of One and no/100 ($1.00) Dollar, advance payment receipt of which is acknowledged, and otherwise on the terms hereof.

During the term hereof Chicopee Woods shall carry and maintain or cause to be carried and maintained and paid or cause to be paid timely premiums for the following insurance with

respect to the Premises and the activities of Chicopee Woods hereunder:

(a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises and its appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury limits of not less than $500,000.00 for injury to or death of any one person and $1,000,000.00 for injury to or death of any number of persons in one occurrence and property damage liability insurance in the amount of $250,000.00. Said limits represent a minimum limit only and limits shall be increased at the discretion and agreement of the parties hereto.

(b) Worker's Compensation and Employer's Liability Insurance: Worker's compensation and employer's liability insurance or self-insurance as required by the laws of the State of Georgia.

(c) Property Insurance: ~~Chicopee Woods~~ Bibb County shall provide such fire and extended coverage insurance on the Project structures and ~~its~~ their contents as it, in its judgment, deems appropriate. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damaged property has been restored to at least



* Sovereign Immunity

pre-damage condition and quality, the excess proceeds shall become the property of ~~Chicopee Woods~~ Hall County.

Chicopee Woods hereby agrees to indemnify and hold harmless the County any claims arising from or related to the operation, regulation and maintenance of the Project including attorney fees and costs incurred in defending claims and causes of action.

(iii) Chicopee Woods agrees that it shall not discriminate against any person in the provision of any services or in any terms of employment on the basis of race, color religion, national origin, sex, age or handicap and will comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

(iv) Chicopee Woods shall take affirmative action to employ persons in the group described in subparagraph (iii) and shall report as requested by the County on the progress of such affirmative action.

It is the goal of Chicopee Woods and the County that the Project be operated profitably for the benefit of the Total Acreage owned by Chicopee Woods. ~~The County shall not be obligated to provide funding to Chicopee Woods for operation, regulation and maintenance of the Project or any other facility operated by Chicopee Woods on behalf of the County, however, the provisions of such funds for this project or other facilities will constitute cause for termination pursuant to the provisions of~~

~~Section Eleven, Paragraph B of this Agreement:~~ All excess revenue generated by the Project as determined by Chicopee Woods, is to be transferred to Chicopee Woods' general fund annually; provided, however, that sufficient reserves shall first be established to maintain the Project to the greatest extent possible. Should the County, at any time during the term hereof provide funds to Chicopee Woods for the purpose of subsidizing operations and/or maintenance of the Project, such excess revenues shall be used secondly to reimburse the County to the extent of such subsidies. The right to retain such excess revenues shall be in exchange for the Agreement of Chicopee Woods to operate and maintain the Project. Prior to making capital improvements, other than those required for routine maintenance and upkeep, which would affect the value of Hall County's leasehold, Chicopee Woods shall first notify and seek the approval of the Hall County Board of Commissioners. Chicopee Woods hereby agrees that all revenues, including subsidies and revenue generated by the operation of the project, which are used for maintenance and operation of the project shall be expended in accordance with then existing state law as it applies to Hall County, as provided in Section Ten of this Agreement. Chicopee Woods shall submit to the County certified annual audits of the Chicopee Woods Area Park Commission, which shall include the operation and maintenance of the Project and bidding and purchasing procedures relating to the

project, with copies to be furnished to the Commissioners of the City of Gainesville.

SECTION EIGHT

RELEASE OF PRIOR CONDITIONS

The parties hereby acknowledge the existence of a deed of gift executed by Johnson & Johnson transferring the Premises to the City of Gainesville, Georgia dated December 27, 1979 and recorded in Deed Book 706, pages 637-643, Hall County, Georgia Deed Records, which deed contains the following language:

> "At such time as said property is not used for public park and recreational purposes only, title to said property shall revert to Grantor, its successors and assigns. It is intended that a breach of the foregoing condition shall result in a reversion of the title to the above-described property to Grantor . . ."

The parties further acknowledge that the City of Gainesville is Chicopee Woods' predecessor in title to the Premises and that the condition of reverter quoted herein survived all transfers subsequent to the aforementioned deed of gift.

The parties further acknowledge that Chicopee Woods has obtained:

1) A survey of the Premises sufficient to distinguish the Premises from all other land and a plat of said survey

recorded in Plat Book 135, pages 172-173, aforesaid records; and

2) A deed from Johnson & Johnson surrendering all rights Johnson & Johnson may have to the Premises and specifically waiving all conditions of reverter imposed by the aformentioned deed of gift, said deed recorded in Deed Book 1341, page 276, aforesaid records.

Chicopee Woods understands that the County is relying on said survey and deed of waiver in undertaking this Agreement.

SECTION NINE

NOTICES

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered or certified mail, postage prepaid and addressed as follows:

If to Chicopee Woods:

Chicopee Woods Area Park Commission
Mr. James Mathis, Sr.
P.O. Box 1418
Gainesville, Georgia 30503
Attention: Chairman

If to the County:

The Board of Commissioners of
Hall County, Georgia
P.O. Drawer 1435
Gainesville, Georgia 30503
Attention: Chairman

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. Any notice given in accordance herewith shall be conclusively effective.

SECTION TEN

EXPENDITURES

All expenditures made by Chicopee Woods for maintenance and/or operation of this project shall be made in conformity with state law as it applies to Hall County.

SECTION ELEVEN

TERMINATION

(A) Should construction of the Project fail to be completed for any reason whatsoever, this Agreement shall terminate absolutely and without recourse immediately upon announcement by the Hall County Board of Commissioners in a public meeting that construction efforts have been abandoned.

(B) Chicopee Woods hereby agrees that, because construction of the Project is to be funded by revenues generated by a sales tax option imposed by Hall County, in the event Chicopee Woods or its successors, assigns, designees, agents or any combination thereof shall fail to make the Project open to the public at least three days per week within a reasonable period following the completion of construction of the Project, fail to fulfill its financial obligations regarding maintenance and operation of the

project, fail to fulfill any contractual obligations relating to the maintenance and operation of the project, whether or not said obligations are imposed herein, or any combination of thereof, then, and in that event, the County shall have the right to terminate the portions of this Agreement relating to construction, maintenance and operation of said project upon 30 days' notice in writing, to Chicopee Woods; provided, however:

The Lease to the County contained herein shall remain in full force and effect, without termination except as provided in this Agreement, notwithstanding any actions which may take place under this Section;

In such notice the County shall provide Chicopee Woods' with an itemized statement of the reasons for such termination and such termination will be contingent upon Chicopee Woods responding to the notice and adequately remedying any problems which might be so remedied within 60 days from the date of such notice.

(C) Pursuant to O.C.G.A. § 36-60-13, if applicable, this Agreement, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each year during the term of this Agreement, except this Agreement shall be automatically renewed on such date, and without any lapse, unless positive action is taken to terminate this Agreement by the Board

of Commissioners of Hall County, Georgia in public meeting and such action is entered in the official minutes of the Hall County Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized parties and their seals affixed, all as of the day and year first above written.

Signed, sealed and delivered on the 9th day of October 1989 before the undersigned:

Witness

Notary Public

My Commission expires: 3/7/91

CHICOPEE WOODS AREA PARK COMMISSION

BY: Chairman

ATTEST:

(SEAL)

Signed, sealed and delivered on the 11th day of September 1989 before the undersigned:

Witness

Notary Public

My Commission expires: 4/16/93

HALL COUNTY, GEORGIA

BY: Chairman

ATTEST:

(SEAL)

JMH/SDS/dco

EXHIBIT "A"

All that tract or parcel of land lying and being situate in the Morgan District GMD 385, Hall County, Georgia, consisting of 521.573 acres, more or less, as shown on a plat of survey prepared by Farley-Collins and Associates, Georgia Registered Land Surveyors dated March 12, 1986 and revised December 15, 1986, recorded at Plat Book 135, pages 170-171, Hall County, Georgia Deed Records, which plat of survey is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North and East by lands now or formerly owned by the City of Gainesville, Georgia; on the South by the westernmost right of way of I-985, also known as S.R. 365; and on the West by the Easternmost right of way of S.R. 13, and Chicopee Village.

EXHIBIT "A"

All that tract or parcel of land lying and being situate in the Morgan District GMD 385, Hall County, Georgia, consisting of 521.573 acres, more or less, as shown on a plat of survey prepared by Farley-Collins and Associates, Georgia Registered Land Surveyors dated March 12, 1986 and revised December 15, 1986, recorded at Plat Book 135, pages 170-171, Hall County, Georgia Deed Records, which plat of survey is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North and East by lands now or formerly owned by the City of Gainesville, Georgia; on the South by the westernmost right of way of I-985, also known as S.R. 365; and on the West by the Easternmost right of way of S.R. 13, and Chicopee Village.

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EXHIBIT B



AGREEMENT

STATE OF GEORGIA,

COUNTY OF HALL.

THIS AGREEMENT (the "Agreement") made and entered into as of the 8th day of May, 1989, by and between CHICOPEE WOODS AREA PARK COMMISSION, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (hereinafter referred to as "Chicopee Woods") and the BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA (hereinafter referred to as the "County");

W I T N E S S E T H :

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia, any county, municipality or any combination thereof may exercise powers and provide services related to parks, recreational areas, programs and facilities; and,

WHEREAS, with respect to activities, services or facilities which the contracting parties are authorized by law to undertake to provide, a county, municipality or other political subdivision of the state may contract for any period not exceeding fifty (50)

years with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services or the provision of services or for the joint or separate use of the facilities or equipment pursuant to Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia; and,

WHEREAS, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating golf courses and the usual and convenient facilities appertaining to such an undertaking and the lease of any part or all of such facilities including real and personal properties so as to assure the efficient and proper development, maintenance and operation thereof;

WHEREAS, pursuant to deeds of gift originally from Johnson & Johnson, a corporation duly organized and existing under the laws of the State of New Jersey, Chicopee Woods has acquired 2674 acres of land, hereinafter referred to as the "Total Acreage", a portion of which is deemed suitable for a public golf course; and

WHEREAS, pursuant to O.C.G.A. §§ 48-8-110 et seq. Hall County has been authorized by a public referendum to levy a special one percent (1%) sales and use tax, part of the purpose of which is to provide Three Million and no/100 ($3,000,000.00) Dollars for the construction of a new public golf course and to provide funds for other educational and recreational facilities in the Total Acreage owned and administered by Chicopee Woods; and

WHEREAS, it is to the benefit of the residents of Hall County and the area served by Chicopee Woods to construct and develop a quality golf course opened to the golfing public through the cooperative efforts of the parties hereto and,

WHEREAS, the parties hereto desire to set forth their agreement in this writing;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

SECTION ONE

CONTRACT

Pursuant to Article IX, Section II, Paragraph III and Article IX, Section II, Paragraph I of the 1983 Constitution of the State of Georgia, Chicopee Woods and Hall County hereby contract for the construction, operation and maintenance of a quality 18-hole public golf course on the terms hereinafter set forth (the "Project").

SECTION TWO

DEMISED PREMISES

Chicopee Woods hereby leases to Hall County and Hall County hires from Chicopee Woods, for the purposes of constructing the Project, all that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the County of Hall, State of Georgia, more particularly described on Exhibit "A", which exhibit is by this reference made a part hereof. Said lands are hereinafter referred to as the "Premises". As used

herein the term "Premises" refers to the real property described in said Exhibit "A" and any improvements located thereon from time to time during the term hereof.

SECTION THREE

TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the date set forth above and ending on that day fifty (50) years from the date hereof. As used herein the expression "term hereof" refers to such term. Prior to the expiration of the term hereof, the parties shall enter into negotiations for the purpose of establishing terms and conditions of a renewal agreement.

SECTION FOUR

DUTY TO CONSTRUCT IMPROVEMENTS

The County shall cause to be constructed on the Premises the Project at its sole cost. Pursuant to law, the County shall execute contracts for the design and construction of the Project and will provide engineering, purchasing and administrative support during the completion of the contracts.

The County hereby designates Chicopee Woods as its project representative under the aforementioned contracts to be executed by the County; provided, however, that the total costs of the construction and equipping shall not exceed Three Million and no/100 ($3,000,000.00) Dollars, unless otherwise agreed by the parties hereto. The county shall have the unconditional right to

remove Chicopee Woods as the designated project representative under said Contracts and to designate and appoint a new project representative at any time and from time to time, at its sole discretion, upon giving Chicopee Woods not less than 30 days prior written notice.

Chicopee Woods shall submit to the County for its approval initially budgeted costs and design plans and during the course of construction monthly estimates of construction completed and budgeted costs. Any deviations from such initial cost estimates or design plans shall be approved by the County prior to such changes being implemented. All contracting, purchasing and procuring of services by Chicopee Woods in relation to the Project shall be in accordance with all laws of the State of Georgia applicable to Hall County.

Title to property purchased in compliance herewith and with funds provided by the County shall be vested in Hall County, Georgia.

SECTION FIVE

CONSIDERATION

In consideration for the Lease herein, the County shall provide funds for the construction of the Project.

SECTION SIX

USES

Chicopee Woods shall use the Premises exclusively as the site for the Project and related facilities.

SECTION SEVEN

OPERATION AND MAINTENANCE

(i) Hall County hereby employs Chicopee Woods and delegates to Chicopee Woods sole responsibility for the operation, regulation and maintenance of the Project, including naming the Greens Committee, establishing fees, regulations and rules governing the Project as well as the employment and termination of Project personnel, which personnel shall be deemed employees of Chicopee Woods.

(ii) The term of this employment shall be commensurate with the term of this Agreement and for the purposes hereof from the date of completion of the construction of the Project the County subleases to Chicopee Woods the Premises for the balance of the term hereof, for the rental of One and no/100 ($1.00) Dollar, advance payment of which is acknowledged, and otherwise on the terms hereof.

During the term hereof Chicopee Woods shall carry and maintain or cause to be carried and maintained and paid or cause to be paid timely premiums for the following insurance with respect to the Premises and the activities of Chicopee Woods hereunder:

(a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises and its appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury

limits of not less than $500,000.00 for injury to or death of any one person and $1,000,000.00 for injury to or death of any number of persons in one occurrence and property damage liability insurance in the amount of $250,000.00. Said limits represent a minimum limit only and limits shall be increased at the discretion and agreement of the parties hereto.

(b) Worker's Compensation and Employer's Liability Insurance: Worker's compensation and employer's liability insurance or self-insurance as required by the laws of the State of Georgia.

(c) Property Insurance: Chicopee Woods shall provide such fire and extended coverage insurance on the Project and its contents as it, in its judgment, deems appropriate. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damage property has been restored to at least pre-damage condition, and quality the excess proceeds shall become the property of Chicopee Woods.

Chicopee Woods hereby agrees to indemnify and hold harmless the County any claims arising from or related to the operation, regulation and maintenance of the Project.

(iii) Chicopee Woods agrees that it shall not discriminate against any person in the provision of any services or in any terms of employment on the basis of race, color religion, national origin, sex, age or handicap and will comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

(iv) Chicopee Woods shall take affirmative action to employ persons in the group described in subparagraph (iii) and shall report as requested by the County on the progress of such affirmative action.

It is the goal of Chicopee Woods and the County that the Project be operated profitably for the benefit of the Total Acreage owned by Chicopee Woods. The County shall not be obligated to provide funding to Chicopee Woods for operation, regulation and maintenance of the Project or any other facility operated by Chicopee Woods on behalf of the County, however, the provisions of such funds for this project or other facilities will constitute cause for termination pursuant to the provisions of Section Eleven, Paragraph B of this Agreement. All excess revenue generated by the Project as determined by Chicopee Woods, is to be transferred to Chicopee Woods' general fund annually; provided, however, that sufficient reserves shall first be established to maintain the Project to the greatest extent possible. Should the County, at any time during the term hereof provide funds to Chicopee Woods for the purpose of subsidizing operations and

maintenance of the Project, such excess revenues shall be used secondly to reimburse the County to the extent of such subsidies. The right to retain such excess revenues shall be in exchange for the Agreement of Chicopee Woods to operate and maintain the Project. Prior to making capital improvements, other than those required for routine maintenance and upkeep, which would affect the value of Hall County's leasehold, Chicopee Woods shall first notify and seek the approval of the Hall County Board of Commissioners. Chicopee Woods hereby agrees that all revenues, including subsidies and revenue generated by the operation of the project, which are used for maintenance and operation of the project shall be expended in accordance with then existing purchasing laws, rules, regulations and guidelines applicable to Hall County, as provided in Section Seventeen of this Agreement. Chicopee Woods shall submit to the County certified annual audits of the Chicopee Woods Area Park Commission, which shall include the operation and maintenance of the Project and bidding and purchasing procedures relating to the project, with copies to be furnished to the Commissioners of the City of Gainesville.

SECTION EIGHT

RELEASE OF PRIOR CONDITIONS

The parties hereby acknowledge the existence of a deed of gift executed by Johnson & Johnson transferring the Premises to the City of Gainesville, Georgia dated December 27, 1979 and

recorded in Deed Book 706, pages 637-643, Hall County, Georgia Deed Records, which deed contains the following language:

"At such time as said property is not used for public park and recreational purposes only, title to said property shall revert to Grantor, its successors and assigns. It is intended that a breach of the foregoing condition shall result in a reversion of the title to the above-described property to Grantor . . ."

The parties further acknowledge that the City of Gainesville is Chicopee Woods' predecessor in title to the Premises and that the condition of reverter quoted herein survived all transfers subsequent to the aforementioned deed of gift.

Chicopee Woods hereby agrees to obtain, and this Agreement is contingent upon Chicopee Woods obtaining:

1) A survey of the Premises sufficient to distinguish the Premises from all other land and a plat of said survey to be recorded in the Hall County, Georgia Plat Records; and

2) A deed from Johnson & Johnson surrendering all rights Johnson & Johnson may have to the Premises and specifically waiving all conditions of reverter imposed by the aforementioned deed of gift.

SECTION NINE

NOTICES

All notices, demands, or other writings in this Agreement

provided to be given or made or sent, or which may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered or certified mail, postage prepaid and addressed as follows:

| | |
|---|---|
| If to Chicopee Woods: | Chicopee Woods Area Park Commission<br>Mr. James Mathis, Jr.<br>P.O. Box 1418<br>Gainesville, Georgia 30503<br>Attention: Chairman |
| If to the County: | The Board of Commissioners of<br>Hall County, Georgia<br>P.O. Drawer 1435<br>Gainesville, Georgia 30503.<br>Attention: Chairman |

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. Any notice given in accordance herewith shall be conclusively effective.

SECTION TEN

EXPENDITURES

All expenditures made by Chicopee Woods for maintenance and/or operation of this project shall be made in conformity with state law as it applies to Hall County.

SECTION ELEVEN

TERMINATION

(A) Should construction of the Project fail to be completed for any reason whatsoever, this Agreement shall terminate

absolutely and without recourse immediately upon announcement by the Hall County Board of Commissioners in a public meeting that construction efforts have been abandoned.

(B) Chicopee Woods hereby agrees that, because construction of the Project is to be funded by revenues generated by a sales tax option imposed by Hall County, the County shall have the right to terminate the portions of this Agreement relating to construction, maintenance and operation of said project upon 30 days' notice in writing, to Chicopee Woods; provided, however:

> The Lease to the County contained herein shall remain in full force and effect, without termination except as provided in this Agreement, notwithstanding any actions which may take place under this Section;
>
> In such notice the County shall provide Chicopee Woods' with an itemized statement of the reasons for such termination and such termination will be contingent upon Chicopee Woods responding to the notice and adequately remedying any problems which might be so remedied within 60 days from the date of such notice.

(C) Pursuant to O.C.G.A. § 36-60-13, if applicable, this Agreement, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each year during the term of this Agreement, except this Agreement shall be

automatically renewed on such date, and without any lapse, unless positive action is taken to terminate this Agreement by the Board of Commissioners of Hall County, Georgia in public meeting and such action is entered in the official minutes of the Hall County Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized parties and their seals affixed, all as of the day and year first above written.

Signed, sealed and delivered on the 8th day of May, 1989 before the undersigned:

Michael J. Bryant
Witness

William M. House
Notary Public

My Commission expires: 12-12-89

CHICOPEE WOODS AREA PARK COMMISSION

BY: Jack Mathis Sr
Chairman

ATTEST: John S. Bryant
(SEAL)

Signed, sealed and delivered on the 8th day of May, 1989 before the undersigned:

Michael J. Bryant
Witness

William M. House
Notary Public

My Commission expires: 12-12-89

HALL COUNTY, GEORGIA

BY: [signature]
Chairman

ATTEST: Sylvia G. Cooper
(SEAL)

HH/SDS/dco

Georgia, Hall County, Clerk Superior Court
Filed in office this 11 day of May 1989
at 11:57 M. Recorded in Book 345
Page 34 this 12 day of May 1989
Dwight S. Wood
DWIGHT S. WOOD, Clerk

EXHIBIT "A"

All that tract or parcel of land lying and being situate in the Morgan District GMD 305, Hall County, Georgia, consisting of 521.573 acres, more or less, as shown on a plat of survey prepared by Parley-Collins and Associates, Georgia Registered Land Surveyors dated March 12, 1986 and revised December 15, 1986, recorded at Plat Book 135, pages 170-171, Hall County, Georgia Deed Records, which plat of survey is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North and East by lands now or formerly owned by the City of Gainesville, Georgia; on the South by the westernmost right of way of I-985, also known as S.R. 365; and on the West by the Easternmost right of way of S.R. 13, and Chicopee Village.

EXHIBIT C

# INTERGOVERNMENTAL AGREEMENT

**STATE OF GEORGIA**
**COUNTY OF HALL**

**THIS AGREEMENT** is made and entered this the ____ day of _____, 2025, by and between **Chicopee Woods Area Park Commission,** a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. Laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia ("Chicopee Woods"), and **Hall County, Georgia**, a political subdivision of the State of Georgia (the "County").

**WHEREAS,** in 1989, the Board of Commissioners of Hall County, Georgia and the Chicopee Woods Area Park Commission entered into two (2) separate agreements both with terms of fifty (50) years providing for, respectively, the construction of what would become the Nature Center (hereinafter referred to as "Nature Center") (attached hereto as "Exhibit A" and referred to hereinafter as the "Nature Center Agreement") and for the construction of what would become the Chicopee Woods Golf Course (hereinafter referred to as the "Golf Course") (attached hereto as "Exhibit B" and referred to hereinafter as the "Golf Course Agreement") by which Chicopee Woods leased to Hall County, Georgia certain portions of real property, described with specificity in Exhibits "A" and "B" upon which the County agreed to facilitate the construction of a Nature and Science Center and a Golf Course for the use of the citizens of Hall County; and

**WHEREAS,** both the Golf Course and Nature Center were constructed in accordance with the applicable agreements; and

**WHEREAS,** pursuant to the Golf Course Agreement the County was entitled to and does retain title to all property purchased in compliance with the Golf Course Agreement; and

**WHEREAS,** pursuant to the Nature Center Agreement the County was entitled to, and does, retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises in accordance with the Nature Center Agreement; and

**WHEREAS,** Chicopee Woods has and continues to, in accordance with both the Golf Course Agreement and the Nature Center Agreements, operate and maintain, or cause to be operated and maintained, both Nature Center and the Golf Course; and

**WHEREAS,** the County is not involved in any capacity in the daily operations of either the Golf Course or Nature Center; and

**WHEREAS,** the County receives no operating revenue from either the Golf Course or Nature Center; and

**WHEREAS,** pursuant to the Nature Center Agreement and the Golf Course

Agreement both facilities have been and continue to be open to the public; and

**WHEREAS,** the County and Chicopee Woods agree that the facilities should continue to be open to the public; and

**WHEREAS,** the County has determined that it's continued maintenance of any property interest in the Golf Course no longer serves the County's interests or it's citizens; and

**WHEREAS,** the County has determined that it's continued maintenance of any property interest in Nature Center no longer serves the County's interests or it's citizens; and

**WHEREAS,** the County and Chicopee Woods agree that further continuation of the Golf Course Agreement and the Nature Center Agreement serves no purpose for either party or the citizens of Hall County; and

**WHEREAS,** the County and Chicopee Woods desire that all property interests vested in the County by virtue of the Golf Course Agreement and the Nature Center Agreement be transferred to Chicopee Woods; and

**WHEREAS,** the County and Chicopee Woods desire to terminate the 1989 Golf Course and Nature Center Agreements.

**NOW, THEREFORE,** the County and Chicopee Woods in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, consent and agree as follows:

**1.**

**Property Interests, Responsibilities and Obligations vested in Hall County, Georgia by virtue of the Golf Course and Nature Center Agreements**

Upon execution of this agreement, the County and Chicopee Woods agree that any interest, property or otherwise, vested in the County by virtue of the 1989 Nature Center Agreement attached hereto as Exhibit "A" shall transfer immediately and fully to Chicopee Woods. Further upon execution of this agreement, the County and Chicopee Woods agree that any interest, property or otherwise, vested in the County by virtue of the 1989 Golf Course Agreement attached hereto as Exhibit "B" shall transfer immediately and fully to Chicopee Woods. The County and Chicopee Woods agree that any responsibilities or obligations of the County created by either the Golf Course Agreement or the Nature Center Agreement are hereby null and void.

2.

**Property Interests, Responsibilities and Obligations vesting in Chicopee Woods by virtue of this Agreement**

In consideration for receiving any interests of the County in the Golf Course and Nature Center, Chicopee Woods accepts and acknowledges that all responsibilities for the maintenance of the Golf Course and Nature Center rest with Chicopee Woods as do all liabilities and responsibilities thereto.

3.

**Continued Availability of the Golf Course and Nature Center to the Public**

In consideration of receiving the County's remaining interest in the Golf Course and Nature Center, Chicopee Woods agrees that upon execution of this Agreement that both the Golf Course and Nature Center shall remain open and available to the public, at a minimum, in the fashion contemplated by the Golf Course Agreement and the Nature Center Agreement and Chicopee Woods further warrants that they shall maintain both facilities in good working order so that they may continue to be enjoyed by the public. Should Chicopee Woods seek to divest itself of ownership of either facility it warrants that the continuing availability of both facilities to the public and their continued maintenance shall be guaranteed in any such future transactions.

4.

**Termination of the Nature Center Agreement and the Golf Course Agreement**

The County and Chicopee Woods agree that upon the execution of this Agreement the Nature Center Agreement, attached hereto as Exhibit "A" and the Golf Course Agreement attached hereto as Exhibit "B" shall both terminate.

5.

**Term and Assignment**

The term and assignment of this Agreement shall be fifty (50) years. The parties agree that the transfer of any interest vested in the County by virtue of the Golf Course Agreement and the Nature Center Agreement to Chicopee Woods is permanent. The parties agree that Chicopee Wood's obligation to ensure the continued maintenance and availability of both the Golf Course and the Nature Center to the public shall survive the exhaustion of this Agreement. The parties reserve the right to extend this Agreement by mutual consent upon exhaustion of this Agreement or at any point during the life of this Agreement. Upon any extension of this Agreement any changes thereto must be mutually assented to by both parties. Any such mutual extension or changes shall be in writing, executed by both parties. The parties hereto may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.

**6.**

**Breach**

In the event of a breach, the non-breaching party shall provide written notice of the nature and extent of the breach to the other party as prescribed herein and shall allow thirty (30) days from the date of receipt of that notice to cure the alleged breach. If the alleged breach is not cured within the thirty (30) day notice period, the parties shall have all rights and remedies provided by law.

**7.**

**Notice**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed as follows (or any other addresses as designated by the parties by properly delivered notice):

| **Hall County, Georgia:** | **Chicopee Woods Area Park Commission:** |
|---|---|
| **Chairman** | **Chairman** |
| **Hall County Government Center** | **2125 Elachee Drive** |
| **2875 Browns Bridge Road** | **Gainesville, GA 30504** |
| **Gainesville, Georgia 30504** | |

**8.**

**Complete Agreement**

This Agreement and any attached exhibits constitute the entire agreement between Hall County, Georgia and the Chicopee Woods Area Park Commission as it pertains to the matters covered herein, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

**9.**

**Amendments**

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

**10.**

**Binding on Successors**

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

**11.**

**Strict Performance**

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

**12.**

**Immunities**

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to either of the parties hereto by the laws of the State of Georgia or by Federal law.

**13.**

**Governing Law**

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

**14.**

**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.

**15.**

**Severability**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**16.**

**Mediation**

The County and Chicopee Woods agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

**In witness whereof,** the Parties hereto have set their hands and affixed their seals the day and year indicated below.

**CHICOPEE WOODS AREA PARKS COMMISSION**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

**HALL COUNTY, GEORGIA**

By: _____
Chairman, Board of Commissioners of Hall County

Attest: _____
Clerk, Board of Commissioners of Hall County

(SEAL)

APPROVED AS TO FORM:

_____
Justin Lawhon, Interim County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 503/2025

**SUBJECT:** Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission updating a lease agreement originally entered into in 1989; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** NA

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the resolution of the Hall County Board of Commissioners to approve the execution of an intergovernmental agreement with the Chicopee Woods Area Park Commission updating a lease agreement originally entered into in 1989; authorization for the Chairman to execute any and all additional documents necessary to effectuate the agreement, subject to approval by the County Attorney.

**History:**

**Facts and Issues:**

**Options:**

In 1989, the Board of Commissioners of Hall County and the Chicopee Woods Area Park Commission entered into two (2) separate agreements both with terms of fifty (50) years providing for, respectively, the construction of what would become the Elachee Nature Science Center and for the construction of what would become the Chicopee Woods Golf Course by which Chicopee Woods leased to Hall County, Georgia certain portions of real property, which the County agreed to facilitate the construction of a Nature Science Center and a Golf Course for the use of the citizens of Hall County.

Pursuant to the Golf Course Agreement, the County funded the project and Chicopee Woods was authorized to act as the County's designated project representative and in that role Chicopee Woods facilitated the designing and construction of the Golf Course as well as oversaw the purchasing of all property necessary for the completion of the Golf Course.

Pursuant to the Golf Course Agreement, the County underwrote the project and was entitled to retain title to all property purchased in compliance with the Golf Course Agreement.

Pursuant to the Nature Center Agreement, the County underwrote the project and was entitled to retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises in accordance with the Nature Center Agreement.

Both the Golf Course Agreement and the Nature Center Agreement provided that after construction was completed both facilitates, the Golf Course and the Nature Center, were to be operated and maintained by Chicopee Woods and were to be made available to the public.

Both the Golf Course and the Nature Center were completed in accordance with the respective agreements and have been operating and available to the public for an extended period of time.

Neither the Golf Course Agreement nor the Nature Center Agreement entitles the County to receive any operating revenue from either project.

The County does not in fact receive any operating revenue from either facility.

The County is not involved in any capacity in the daily operations of either the Golf Course or the Nature Center.

The Hall County Board of Commissioners has determined that divesting the County of any and all property interest the County has remaining by virtue of the Golf Course Agreement and the Nature Center Agreement respectively is in the best interest of Hall County, Georgia and it's citizens.

The Hall County Board of Commissioners has determined that the termination of the Golf Course Agreement and the Nature Center Agreement is in the best interest of Hall County, Georgia and it's citizens.

**Funding Requested** $ 0.00

| | |
|---|---|
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Budget | Finance | Attorney |
|---|---|---|---|
| JR | JM | TS | JL |
| **Administration** | | **Clerk** | |
| CR | | JR | |

---

**Attachments:**

Resolution

STATE OF GEORGIA
COUNTY OF HALL

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA TO APPROVE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICOPEE WOODS AREA PARK COMISSION UPDATING A LEASE AGREEMENT ORIGINALLY ENTERED INTO IN 1989**

**WHEREAS,** in 1989, the Board of Commissioners of Hall County, Georgia (hereinafter referred to as the "County") and the Chicopee Woods Area Park Commission (hereinafter referred to as "Chicopee Woods") entered into a Lease Agreement (hereinafter referred to as the "Lease")(Attached hereto as "Exhibit A") by which Chicopee Woods leased to the County a certain portion of real property, described with particularity in Exhibit A, upon which an Agricultural Center was to be constructed and then operated and maintained by the County; and

**WHEREAS,** the County was to retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises in accordance with the Agreement; and

**WHEREAS,** the County did, in accordance with the Agreement construct said Agriculture Center and has been responsible for its operation and maintenance since; and

**WHEREAS,** the County and Chicopee Woods shortly after the execution of the Agreement further agreed that it would be beneficial to the parties and the Citizens of Hall County that a Youth Group Home be constructed on the premises leased to the County in the Agreement and that said Youth Group Home be maintained and operated by the County; and

**WHEREAS,** the County in accordance with it's agreement with Chicopee Woods did

in fact construct a Youth Group Home on the premises leased to the County in the Agreement and has been responsible for its operation and maintenance since; and

**WHEREAS,** Hall County Corrections are currently operating what was the Youth Group Home as Transitional Housing; and

**WHEREAS,** the Agreement, being for a term of fifty (50) years, remains in full force and effect but has become outdated; and

**WHEREAS,** the Hall County Board of Commissioners has determined that the execution of an Intergovernmental Agreement (a proposed copy of which is attached hereto as "Exhibit B") between the County and Chicopee Woods serving to modernize the Agreement, clarify the terms and better reflect the current circumstances on the leased premises is necessary and in the best interest of the Citizens of Hall County, the County Government and Chicopee Woods; and

**NOW, THEREFORE,** the Board of Commissioners of Hall County does hereby resolve to approve the execution of the Intergovernmental Agreement attached hereto as "Exhibit B" and further authorizes the Chairman to sign any and all documents necessary to effectuate the execution of the Intergovernmental Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SO RESOLVED,** this the ____ day of _____, 2025

**HALL COUNTY BOARD OF COMMISSIONERS**

By: _____

David Gibbs, Chairman

ATTEST:

_____ (SEAL)

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

_____

Justin Lawhon, Interim County Attorney

EXHIBIT A

AGREEMENT

8

**STATE OF GEORGIA,**

**COUNTY OF HALL.**

**THIS AGREEMENT** (the "Agreement") made and entered into as of the 8th day of May, 1989, by and between **CHICOPEE WOODS AREA PARK COMMISSION**, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (hereinafter referred to as "Chicopee Woods") and the Board of Commissioners of Hall County, Georgia (hereinafter referred to as the "County");

**W I T N E S S E T H :**

**WHEREAS**, pursuant to Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia, any county, municipality or any combination thereof may exercise powers and provide services related to parks, recreational areas, programs and facilities; and,

**WHEREAS**, with respect to activities, services or facilities which the contracting parties are authorized by law to undertake to provide, a county, municipality or other political subdivision of the state may contract for any period not exceeding fifty (50)

years with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services or the provision of services or for the joint or separate use of the facilities or equipment pursuant to Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia; and,

**WHEREAS**, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating an agricultural center and the usual and convenient facilities appertaining to such an undertaking and the lease of any part or all of such facilities including real and personal properties so as to assure the efficient and proper development, maintenance and operation thereof;

**WHEREAS**, pursuant to deeds of gift originally from Johnson & Johnson, a corporation duly organized and existing under the laws of the State of New Jersey, Chicopee Woods has acquired certain lands a portion of which is deemed suitable for an agricultural center; and

**WHEREAS**, pursuant to O.C.G.A. §§ 48-8-110 et seq. Hall County has been authorized by a public referendum to levy a special one percent (1%) sales and use tax, one of the purposes of which is to provide approximately One Million Five Hundred Thousand and no/100 ($1,500,000.00) Dollars for the construction of an agricultural center in the park area owned and administered by Chicopee Woods; and

**WHEREAS**, it is to the benefit of the residents of Hall County and the area served by Chicopee Woods to construct and develop a quality agricultural center opened to the public through the cooperative efforts of the parties hereto and,

**WHEREAS**, the parties hereto desire to set forth their agreement in this writing;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

## SECTION ONE

## CONTRACT

Pursuant to Article IX, Section II, Paragraph III and Article IX, Section II, Paragraph I of the 1983 Constitution of the State of Georgia, Chicopee Woods and Hall County hereby contract for the construction, operation and maintenance of a quality agricultural center on the terms hereinafter set forth (the "Project").

## SECTION TWO

## DEMISED PREMISES

Chicopee Woods hereby leases to Hall County and Hall County hires from Chicopee Woods, for the purposes of constructing the Project, all that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the Morgan District G.M.D. 565 of the County of Hall, State of Georgia, consisting of 231.03 acres, more or less, and shown as Tract "A"

and Tract "B" on that certain plat of survey prepared by Owen Patton, Georgia Registered Land Surveyor, dated March 10, 1989, recorded at Plat Book 135, Pages 168-169 of the Hall County, Georgia Deed Records, which plat of survey is incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North where the Easternmost right of way of Calvary Church Road intersects with the Southwesternmost right of way of an unnamed old graded road; on the East by the Southwesternmost right of way of an unnamed old graded road and other lands of the Chciopee Woods Area Park Commission; on the South by other lands of the Chicopee Woods Area Park Commission; and, on the West by the Easternmost right of way of Calvary Church Road. Said lands are hereinafter referred to as the "Premises". As used herein the term "Premises" refers to the real property described above and any improvements located thereon from time to time during the term hereof.

**SECTION THREE**

**TERM**

The term of this Agreement shall be for a period of fifty (50) years commencing on the date set forth above and ending on that day fifty (50) years from the date hereof. As used herein the expression "term hereof" refers to such term. Prior to

expiration of the term hereof, the parties shall enter into a new agreement for the lease of the Premises upon the same terms and conditions contained herein.

## SECTION FOUR

## DUTY TO CONSTRUCT IMPROVEMENTS

The County shall cause to be constructed on the Premises the Project at its sole cost. Pursuant to law, the County shall execute contracts for the design and construction of the Project and will provide engineering, purchasing and administrative support during the completion of the contracts.

Nothing in this Agreement shall obligate County to Chicopee Woods as to the improvements to be constructed, the cost of funding of the improvements, or the timeliness of construction. County shall not be required to report to or obtain permission from Chicopee Woods prior to or during the construction of said improvements about any facet of construction, the cost of construction or progress of construction.

Chicopee Woods shall have the right to review, and make recommendations with respect to any improvements proposed to be constructed. The Board of Commissions of the County shall have the exclusive authority to make all decisions and implement those decisions with respect to the improvements and their construction and use. All contracting, purchasing and procuring of services

shall be in accordance with all laws of the State of Georgia applicable to Hall County.

Title to all improvements and fixtures, permanent and temporary, shall be vested in the Board of Commissioners of Hall County.

**SECTION FIVE**

**CONSIDERATION**

In consideration for the Lease herein, the County shall provide funds for the construction of the Project.

**SECTION SIX**

**USES**

County shall use the Premises exclusively as the site for the Project and related facilities. Uses shall include, but not be limited to, livestock shows; livestock sales and auctions; pet shows; equipment exhibitions and shows; garden shows; antique auto shows; rodeo exhibitions; craft exhibitions and shows; cultural exhibits and shows; public forums and meetings; picnicking; and conventions.

It is the intent of the Park Commission in leasing this property to the County that it be used for the promotion of agriculturally related projects and those projects that could be adjunct to the successful operation of said agricultural projects. It is not the intent of the lease to provide ground primarily for

the normally accepted or defined park and recreation uses. If, in the opinion of the County, tennis courts, toddlers' fields, archery ranges, amphitheater or other passive recreation activities are defined as adjunct or necessary to the successful operation of defined agricultural projects, then they shall be permitted.

## SECTION SEVEN

## OPERATION AND MAINTENANCE

(i) County shall have sole responsibility for the operation, regulation and maintenance of the Project, including establishing fees, regulations and rules governing the Project as well as the employment and termination of Project personnel, if any, which personnel shall be deemed employees of County. County may delegate its responsibilities to appropriate departments within the County, including to Parks and Leisure Services.

(ii) During the term hereof, County shall carry and maintain or cause to be carried and maintained and paid or caused to be paid timely premiums for the following insurance with respect to the Premises and the activities of County hereunder:

(a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises and its appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury

limits of not less than $500,000.00 for injury to or death of any one person and $1,000,000.00 for injury to or death of any number of persons in one occurrence and property damage liability insurance in the amount of $250,000.00. Said limits represent a minimum limit only and limits shall be increased at the discretion of County.

(b) Worker's Compensation and Employer's Liability Insurance: Worker's compensation and employer's liability insurance or self-insurance as required by the laws of the State of Georgia.

(c) Property Insurance: County shall provide such fire and extended coverage insurance on the Project and its contents as it, in its judgment, deems appropriate. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damage property has been restored to at least pre-damage condition, and quality the excess proceeds shall become the property of County.

(iii) County agrees that it shall not discriminate against any person in the provision of any services or in any terms of employment on the basis of race, color, religion, national origin,

sex, age or handicap and will comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

(iv) The County shall provide funding for operation, regulation and maintenance of the Project only in the event that revenues generated from the operation of the Project are inadequate to defray operating expenses. All excess revenue generated by the Project is to be transferred to the general fund of the County. All revenues, including subsidies and revenue generated by the operation of the project, which are used for maintenance and operation of the project shall be expended in accordance with then existing state and county purchasing laws, rules, regulations and guidelines.

Chicopee Woods shall not be liable for any debt incurred by County to fund or operate the project, except as to rights granted and obligations undertaken in certain agreements between Chicopee Woods and County with respect to a golf course and nature center, which agreements require excess revenues from the operation of said golf course to be applied to the operation of other park projects located within the Total Acreage presently owned by Chicopee Woods as determined by Chicopee Woods.

## SECTION EIGHT

## RELEASE OF PRIOR CONDITIONS

The parties hereby acknowledge the existence of a deed of gift executed by Johnson & Johnson transferring the Premises to

the City of Gainesville, Georgia dated December 27, 1979 and recorded in Deed Book 706, pages 637-643, Hall County, Georgia Deed Records, which deed contains the following language:

> "At such time as said property is not used for public park and recreational purposes only, title to said property shall revert to Grantor, its successors and assigns. It is intended that a breach of the foregoing condition shall result in a reversion of the title to the above-described property to Grantor . . ."

The parties further acknowledge that the City of Gainesville is Chicopee Woods' predecessor in title to the Premises and that the condition of reverter quoted herein survived all transfers subsequent to the aforementioned deed of gift.

Chicopee Woods hereby agrees to obtain, and this Agreement is contingent upon Chicopee Woods obtaining:

> A deed from Johnson & Johnson surrendering all rights Johnson & Johnson may have to the Premises and specifically waiving the restrictive covenant and all conditions of reverter imposed by the aformentioned deed of gift.

**SECTION NINE**

**ENVIRONMENTAL STANDARDS**

Timber shall be cut on the premises only as necessary for the construction of improvements. Any revenues generated by the sale

of timber cut on the premises shall be applied to the Project and shall be the property the County.

## SECTION TEN

## NOTICES

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered or certified mail, postage prepaid and addressed as follows:

**If to Chicopee Woods:**

**Chicopee Woods Area Park Commission**
**Mr. James Mathis, Sr.**
**P.O. Box 1418**
**Gainesville, Georgia 30503**
**Attention: Chairman**

**If to the County:**

**The Board of Commissioners of**
**Hall County, Georgia**
**P.O. Drawer 1435**
**Gainesville, Georgia 30503**
**Attention: Chairman**

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. Any notice given in accordance herewith shall be conclusively effective.

## SECTION ELEVEN

## TERMINATION

Pursuant to O.C.G.A. § 36-60-13, if applicable, this Agreement, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each year during the term of this Agreement, except this Agreement shall be automatically renewed on such date, and without any lapse, unless positive action is taken to terminate this Agreement by the Board of Commissioners of Hall County, Georgia in public meeting and such action is entered in the official minutes of the Hall County Commission.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be exectued by their duly authorized parties and their seals affixed, all as of the day and year first above written.

Signed, sealed and delivered on the 8th day of May, 1989 before the undersigned:

Witness

Notary Public

My Commission expires: 12-12-89

**CHICOPEE WOODS AREA PARK COMMISSION**

By: Chairman

ATTEST:

(SEAL)

Signed, sealed and delivered on the 8th day of May, 1989 before the undersigned:

Michael J. Bryant
Witness

William M. House
Notary Public

My Commission expires: 12-12-89

JMH/JAR/ccd/dco

HALL COUNTY, GEORGIA

BY: Anita Sugar
Chairman

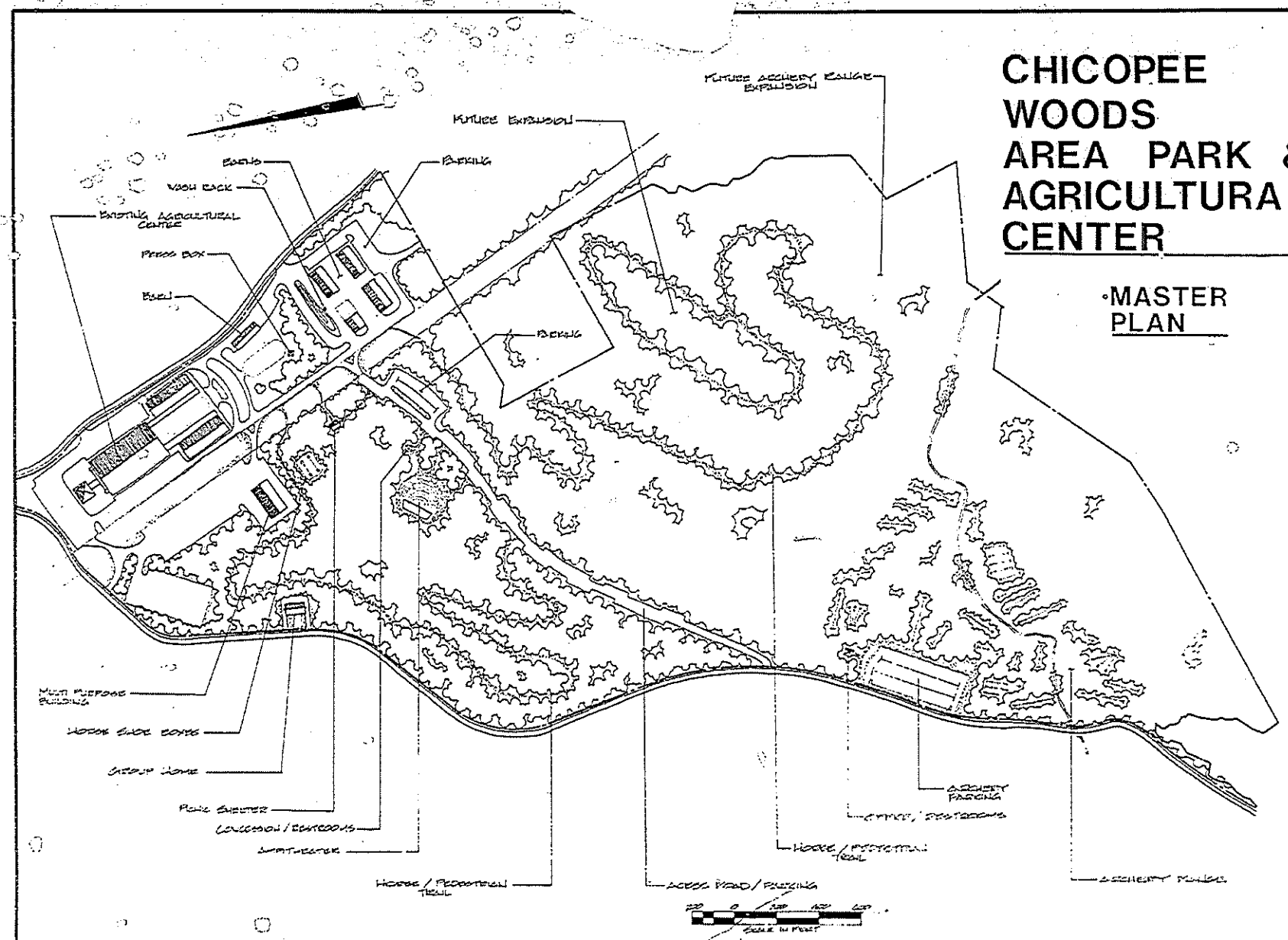
ATTEST: Sylvia G. Cooper

(SEAL)

Georgia, Hall County, Clerk Superior Court
Filed in office, this 11 day of May 1989 at 11:15 A.M. Recorded in Book 1345 Page 8-20 this 12 day of May, 1989.
Dwight S. Wood
DWIGHT S. WOOD, Clerk
Cng. SAH
Fil

# CHICOPEE WOODS AREA PARK & AGRICULTURAL CENTER

## MASTER PLAN




Moreland Altobelli Associates, Inc.

Engineering • Planning • Landscape • Architecture • Land Acquisition • Surveying

EXHIBIT B

# INTERGOVERNMENTAL AGREEMENT

**STATE OF GEORGIA**
**COUNTY OF HALL**

**THIS AGREEMENT** is made and entered this the ____ day of _____, 2025, by and between **Chicopee Woods Area Park Commission,** a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. Laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia ("Chicopee Woods"), and **Hall County, Georgia**, a political subdivision of the State of Georgia (the "County").

**WITNESSETH:**

**WHEREAS,** among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating of nature, science, and agricultural facilities and the usual and convenient facilities appertaining to such an undertaking and the leasing of any part or all of such facilities including real and personal properties so as to assure the efficient and proper development, maintenance and operation thereof; and

**WHEREAS,** Chicopee Woods and the County entered into a Lease Agreement, dated as of May 8, 1989 (the "1989 Lease Agreement"), pursuant to which the County leased real property from Chicopee Woods (the "1989 Leased Premises"); and

**WHEREAS,** pursuant to the 1989 Lease Agreement, the County agreed to acquire, construct, install, maintain, equip, and operate an agricultural center on the Leased Premises (the "Agricultural Center"); and

**WHEREAS,** shortly after the 1989 Lease Agreement went into effect Chicopee Woods and the County agreed that in addition to the agricultural center, the County would also acquire, construct, install, maintain, equip, and operate a youth group home on the Leased Premises (the "Group Home", and collectively with the Agricultural Center, the "Projects"), the residents of which would assist in the maintenance of the Agricultural Center; and

**WHEREAS,** the youth group home is now being utilized as a transitional living center by Hall County Corrections; and

**WHEREAS,** it is to the benefit of the residents of Hall County and the area served by Chicopee Woods that the Projects continue in operation by the County; and

**WHEREAS**, the County and Chicopee Woods now desire to update and replace the 1989 Lease Agreement with a new Lease Agreement that better reflects the current operations of the Projects; and

**NOW, THEREFORE**, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and Chicopee Woods consent and agree as follows:

**Section 1. Representations and Mutual Covenants.**

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and

(ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

B. Chicopee Woods makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

(i) Chicopee Woods is a local authority duly created and organized under the laws of the State of Georgia; and

(ii) The governing authority of Chicopee Woods is duly authorized to execute, deliver and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of Chicopee Woods; and

(iv) Chicopee Woods is located entirely within the geographic boundaries of the County.

**Section 2. Contract.**

Chicopee Woods and the County hereby contract for the continued operation and maintenance of the Projects on the terms hereinafter set forth.

**Section 3. Demised Premises.**

Chicopee Woods hereby leases to the County and the County hereby leases from Chicopee Woods all that tract or parcel of land lying and being in Hall County, State of Georgia, and being more particularly depicted in **Exhibit "A"** attached hereto and by reference made a part hereof (the "Premises").

**Section 4. Term.**

The term of this Agreement shall be for a period of fifty (50) years, commencing on the date set forth above and ending on that day fifty (50) years from the date hereof. The County, at its option, shall be entitled to terminate the lease agreement at any time during the life of the lease by providing Chicopee Woods notice in writing at least sixty (60) days in advance of the County's desired date of termination.

**Section 5. Title to the Projects.**

Title to the improvements and fixtures, permanent and temporary, which make up the Projects shall be vested in the County.

**Section 6. Rental.**

Chicopee Woods leases to County the Premises for the term hereof, for the rental of One and no/100 ($1.00) Dollar, advance payment receipt of which is acknowledged, and otherwise on the terms hereof.

**Section 7. Uses.**

The parties shall use the Premises exclusively for operating the Projects and related facilities. Any use of the Premises by the County for a purpose not related to the Projects as contemplated by this Agreement must be approved in advance in writing by Chicopee Woods.

**Section 8. Operation and Maintenance.**

(i) Effective the date of execution hereof, the County agrees that it shall continue to assume responsibility for the operation, regulation and maintenance of the Projects, including procuring managing agents, establishing fees, regulations and rules governing the Projects as well as the employment and termination of personnel, which personnel shall be solely employees of the County.

(ii) The County shall operate, regulate, and maintain the Projects throughout the term of this Agreement, and for the purposes hereof.

(iii) The County will pay, during the term hereof, as the same become due, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

(iv) During the term hereof the County shall carry and maintain or cause to be carried and maintained and paid or cause to be paid timely premiums for the following insurance with respect to the Projects and the Premises and the activities of the County hereunder:

(a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises, Projects and their appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury limits of not less than $1,000,000 for injury to or death of any one person and $2,000,000.00 for injury to or

death of any number of persons in one occurrence and property damage liability insurance in the amount of $250,000.00. Said limits represent a minimum limit only and limits shall be increased at the discretion and agreement of the parties hereto.

(b) Worker's Compensation and Employer's Liability Insurance: Worker's compensation and employer's liability insurance or self-insurance as required by the laws of the State of Georgia.

(c) Property Insurance: The County shall provide such fire and extended coverage insurance on the Projects and their contents as the County, in its judgment, deems appropriate. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damage and the property has been restored to at least pre-damage condition and quality, the excess proceeds shall be retained by the County.

(d) The County shall provide annually, a Certificate of Insurance reflecting the agreed coverage, with Chicopee Woods named as "Additional Named Insured." as may be necessary to demonstrate full compliance with this section.

(v) The County agrees that it shall not discriminate against any person in the provision of any services or in any terms of employment on the basis of race, color religion, national origin, sex, age or handicap and will comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

**Section 9. Hold Harmless/Indemnification**

To the extent allowable by applicable law the County hereby agrees to indemnify and hold Chicopee Woods, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, that may arise from this Agreement, except for injuries and damages caused by the sole negligence of the Chicopee Woods.

**Section 10. Abandonment/Termination.**

The desertion, vacation or abandonment of the Premises or the Projects by the County shall entitle Chicopee Woods to immediately terminate the term and this Agreement. In the event of abandonment and termination Chicopee Woods shall have the right to purchase the Projects from the County for $1.00, or to demand the removal of the Projects and restoration of the Premises to its natural state within 180 days of the County's receipt of notice of said termination. Any use of the Premises by the County for a purpose not related to the Projects as contemplated by this Agreement without prior written authorization from Chicopee Woods shall entitle Chicopee Woods to terminate the term and this Agreement.

**Section 11. Notices.**

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

| | |
|---|---|
| If to Hall County: | Hall County Government Center<br>2875 Browns Bridge Road<br>Gainesville, GA 30504<br>Attention: Chairman |
| If to the Chicopee Woods: | 2125 Elachee Drive<br>Gainesville, GA 30504<br>Attention: Chairman |

**Section 12. Entire Agreement.**

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and Chicopee Woods with respect to the Premises and the Projects, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the Projects and the Premises, including the 1989 Lease Agreement.

**Section 13. Amendments.**

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and Chicopee Woods or except as otherwise set forth herein.

**Section 14. Governing Law.**

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

**Section 15. Severability.**

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

**Section 16. Compliance with Law.**

The County and Chicopee Woods shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

**Section 17. No Consent to Breach.**

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

**Section 18. Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 19. Mediation.**

The County and Chicopee Woods agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

**IN WITNESS WHEREOF**, Chicopee Woods and the County acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURES ON FOLLOWING PAGE]

**CHICOPEE WOODS AREA PARK COMMISSION**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

**HALL COUNTY, GEORGIA**

By: _____
Chairman, Board of Commissioners of Hall County

Attest: _____
Clerk, Board of Commissioners of Hall County

(SEAL)

APPROVED AS TO FORM:

_____
Justin Lawhon, Interim County Attorney

# EXHIBIT A

Hall County GIS Viewer
Find address or place
Calvary Church Rd
67.48 acre
Evergreen Heights
Lee Land Rd
Basemap Gallery

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 466/2025

**SUBJECT:** Approve the renewal of the FY 2026 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel; authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** DLJ

**Recommendation:**
Department recommends approval for the renewal of the FY 2026 Memorandum of Understanding with the UGA Extension for cooperative extension services and personnel.

**Purpose of Request:**
The purpose of this request is to seek approval for the renewal of the FY 2026 Memorandum of Understanding with the UGA Extension Office for cooperative exension services and personnel.

**History:**

**Facts and Issues:**

The term of this agreement shall be from July 1, 2025 to June 30, 2026.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 154,299.48 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | General Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| LJ | LJ | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|
| JL | CR | JR |

**Attachments:**

Financial Supplement
FY 26 Renewal

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 466/2025

**Funds Requested:** $ 154,299.48

**Request Budgeted:** Yes

**Proposed Source of Funding:**

General Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 100-GENERAL FUND | 7130-EXTENSION OFFICE | 521000-PROFESSIONAL SERVICES | $154,299.48 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:**

**Phone:**

Date:

To: Denise Everson
Northeast District Extension Director

From: David Gibbs
Chairperson
Hall County
Board of Commissioners

RE: Annual Financial Agreement Budget

It is our intent to renew/amend the Annual Financial Agreement with the Board of Regents of the Univeristy System of Georgia on behalf of the University of Georgia Cooperative Extension Service.

| | |
|---|---|
| The attached Budget is for: | Salary, SS/Med, and retirement. |
| Budget is for the period: | July 1, 2025 - June 30, 2026. |
| The University will bill: | Quarterly for Actual Expenses |

According to the governing Memorandum of Understanding (MOU), this Annual Financial Agreement sets forth the County's contributions toward the compensation of County Extension Personnel for the period stated above, and only the benefits listed. All other benefits will be charged to the State.

For administrative purposes, the compensation of personnel listed in this Agreement will come directly from UGA Extension, with UGA invoicing the County for the County's proportionate share. The County requests that final billing be sent within 60 days of contract end date.

| | | | |
|---|---|---|---|
| County Extension Coordinator | Date | District Extension Director | Date |
| County Representative | Date | Associate Dean for Extension, CES | Date |
| Other (if necessary) | | Other (if necessary) | |

# Hall County

## Board of Commissioners

July 1, 2025 - June 30, 2026

* Per the MOU, any COLA given to county employees should also be given to Extension Employees

| POSITION | | | BUDGET PERIOD | | Salary | FICA (7.65%) | | OTHER FRINGE | | | | | TOTAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Select | | Name | Current | July 1 - June 30 | | OASDI (6.2%) | HI (1.45%) | RETIREMENT | | Travel | Operating | Other* | |
| ANR - | Agent - CEC | Garrett Hibbs | $22,971.00 | $22,971.00 | $22,971.00 | $ 1,424.20 | $ 333.08 | TRS | $ 5,032.95 | | | | $ 29,761.23 |
| 4-H - | Agent | Benjamin Dennis | $37,500.00 | $37,500.00 | $37,500.00 | $ 2,325.00 | $ 543.75 | TRS | $ 8,216.25 | | | | $ 48,585.00 |
| 4-H - | Educator | Heather Morris | $17,959.00 | $17,959.00 | $17,959.00 | $ 1,113.46 | $ 260.41 | TRS | $ 3,934.82 | | | | $ 23,267.68 |
| | Admin Assist | Karen Davis | $15,465.00 | $15,465.00 | $15,465.00 | $ 958.83 | $ 224.24 | TRS | $ 3,388.38 | | | | $ 20,036.45 |
| FACS - | Agent | Gwen Hawn | $25,200.00 | $25,200.00 | $25,200.00 | $ 1,562.40 | $ 365.40 | TRS | $ 5,521.32 | | | | $ 32,649.12 |
| | | | | | | | | | | | | | $ - |
| | | | | | | | | | | | | | $ - |
| | | | | | | | | | | | | | $ - |
| | | | | | | | | | | | | | $ - |
| | | | | | | | | | | | | | $ - |
| TOTALS | | | $119,095.00 | $119,095.00 | $119,095.00 | $7,383.89 | $1,726.88 | | $26,093.71 | $0.00 | $0.00 | $0.00 | $154,299.48 |

**BILL TO THE FOLLOWING NAME AND ADDRESS**

Hall County Board of Commissioners Finance Department

PO Drawer 1435

Gainesville, GA 30503

| FISCAL CONTACT INFORMATION | |
|---|---|
| Name | LisaRae Jones |
| Email | lrjones@hallcounty.org |
| Phone | accountspayable@hallcounty.org |

**APPROVED BY:**

| | |
|---|---|
| | |
| County Official | District Extension Director |

**For District Use:**

☐ Spreadsheet update ☐ Team Dynamix Update ☐ Budgeted in Financials ☐ Combo Code [HLO] ☐ Position Funding Completed

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 499/2025

**SUBJECT:** Approval and authorization for the Chairman to execute an agreement between North Georgia Works! Inc. and Hall County regarding occasional temporary labor and other work services, subject to review and approval by the County Attorney.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** DLJ

**Recommendation:**
Approval.

**Purpose of Request:**

Approval and authorization for the Chairman to execute an agreement between North Georgia Works! Inc. and Hall County regarding occasional temporary labor and other work services, subject to review and approval by the County Attorney.

**History:**
Hall County Government previously contracted with North Georgia Works! In FY 2020 to provide third party temporary labor in Parks and Leisure Services. At the time, the program was successful and beneficial for both Hall County Government and North Georgia Works!. North Georgia Works! Is in good standing with Hall County Government.

**Facts and Issues:**

**Options:**

North Georgia Works, Inc. is a 501(c) (3) corporation whose mission is to provide and implement a cost effective, comprehensive program to help unsheltered people achieve self-sufficiency and life skills specifically through work training.

Hall County Government will work with North Georgia Works to place temporary labor as needed and appropriate. In FY 2026, staff has plans to utilized this agreement to help augment operations to provide the most efficient and effective government services to the community. The two main functions of government that will utilize this agreement are:

1. Parks and Leisure Services for skilled and manual labor in maintaining various park properties, including but not limited to, grounds maintenance, janitorial services, general maintenance, carpentry, plumbing, and electrical work; and
2. Road Maintenance for implementing a new flagging program for traffic control purposes during maintenance work on county roads.

This agreement will help the County gain operational support, further advance the Hall CLEAR Risk Management Safety Program, and leverage community resources for the most cost efficient service delivery.

This agreement allows for an hourly fee of $16.00 per hour and each contracted staff may work up to 40 hours per week.

Estimated annual cost for FY 2026 is approximately $116,560.00.

Estimate savings compared to hiring fulltime employees is estimated at $127,350.00

| | |
|---|---|
| **Funding Requested** | $ 116,560.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Approve | Budget | Finance | Attorney |
|---|---|---|---|
| JR | JM | TS | JL |
| **Administration** | | **Clerk** | |
| CR | | JR | |

**Attachments:**

Financial Supplement
Agreement

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 499/2025

**Funds Requested:** $ 116,560.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 201-PARKS MARINA FUND | 6180-PARKS MARINA | 521000-PROFESSIONAL SERVICES | $33,280.00 |
| 2026 | 273-PARKS & LEISURE SERVICES FUND | 6210-PARKS AND LEISURE SERVICES | 521000-PROFESSIONAL SERVICES | $33,280.00 |
| 2026 | 272-DEVELOPMENT SERVICES FUND | 4220-ROAD MAINTENANCE | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:**

**Phone:**

NORTH GEORGIA WORKS!
*Where Work Works*

# AGREEMENT BETWEEN NORTH GEORGIA WORKS! INC. AND [HALL COUNTY GOVERNMENT]

THIS AGREEMENT ("Agreement") is effective the 14th day of August 2025 ("Effective Date"), by and between North Georgia Works! Inc., a 501(c)(3) corporation (henceforth referred to as "NGW!"), and [HALL COUNTY GOVERNMENT] (henceforth referred to as "BP"). NGW! and HALL COUNTY GOVERNMENT are sometimes referred to herein individually as "Party" and collectively as "Parties".

## WITNESSETH

WHEREAS, HALL COUNTY GOVERNMENT requires occasional temporary labor and other work services (collectively "Services"); and

WHEREAS, NGW! is an active 501(c)(3) Georgia corporation whose mission is to provide and implement a cost effective, comprehensive program to help unsheltered people achieve self-sufficiency, including through work training; and

WHEREAS, NGW! desires to provide NGW! Trainees ("Trainees") work training by having them provide Services for HALL COUNTY GOVERNMENT; and

WHEREAS, NGW! and HALL COUNTY GOVERNMENT agree that the use of Trainee work crews to perform the Services for HALL COUNTY GOVERNMENT will further the NGW! mission and help the Trainees develop work and life skills;

NOW, THERFORE, in consideration of NGW!'s agreement to provide Trainee work crews for the purpose of providing Services for HALL COUNTY GOVERNMENT, the Parties agree as follows:

1.

NGW! shall make available Trainees for Services. Nothing in this provision requires HALL COUNTY GOVERNMENT to accept services on a daily basis, but rather HALL COUNTY GOVERNMENT will determine how many days each week it requests Services from each Trainee.

2.

HALL COUNTY GOVERNMENT is not responsible for transporting the Trainees to the work site, nor providing clothing or uniforms. All the other materials and equipment as may be necessary for the particular assignment shall be the responsibility of HALL COUNTY GOVERNMENT unless otherwise stated. NGW! guarantees the Trainees will be drug and alcohol free while providing the Services.

3.

HALL COUNTY GOVERNMENT shall pay to NGW! an agreed upon hourly fee for each Trainee for actual Services provided by the Trainees as reimbursement for all salaries, costs, and expenses incurred by NGW! to be able to have its Trainees provide the Services. The HALL COUNTY GOVERNMENT will pay time and a half for all hours over 40 weekly.

4.

The Trainees shall perform the Services for HALL COUNTY GOVERNMENT. NGW! contracts with HALL COUNTY GOVERNMENT only for purposes set forth in this Agreement, and its relationship with HALL COUNTY

NORTH GEORGIA WORKS!
*Where Work Works*

GOVERNMENT shall be that of an independent contractor. The Services shall be performed under the direct and exclusive supervision of HALL COUNTY GOVERNMENT which shall have the sole authority and control over the time, manner, means, and method by which the Services shall be performed and as such, assumes responsibility for the results of our Trainees' work. NGW!, its employees, and its Trainees shall not be deemed employees, agents or representatives of HALL COUNTY GOVERNMENT, nor be regarded as one in joint ventures, servants, or partners of HALL COUNTY GOVERNMENT. If a Trainee leaves the NGW! Program of his own accord and desires the HALL COUNTY GOVERNMENT to "hire" them as an employee upon their exit, the HALL COUNTY GOVERNMENT must inform NGW! and follow a 90 day "DO NOT HIRE" protocol. Also, HALL COUNTY GOVERNMENT may not approach a Trainee who is working with them to discuss becoming a full-time hire or what hourly rate they would pay without discussing this information with the Program Director first.

5.

All Services provided by the Trainees must be performed on property and/or in facilities of HALL COUNTY GOVERNMENT only. Under no circumstance shall the Trainees be assigned to provide the Services to or on behalf of any private entity, private property or private facility that is not under direct ownership and control of HALL COUNTY GOVERNMENT.

6.

Although HALL COUNTY GOVERNMENT shall have insurance for those working at their facility or assigned worksite, NGW! will maintain Workers' Compensation Insurance covering the Trainees in accordance with the laws of the State of Georgia.

The insurance carrier shall hold an A.M. Best rating (if applicable) of "A-" (Excellent) or higher. North Georgia Works! shall provide a certificate of insurance evidencing this coverage to HALL COUNTY GOVERNMENT upon execution of this Agreement.

North Georgia Works! commitment to obtain and maintain the workers' compensation insurance coverage is without prejudice to its Trainees' status as trainees and does not establish an employer/employee relationship between North Georgia Works! and any of its Trainees for any purpose.

North Georgia Works! will provide written notice to HALL COUNTY GOVERNMENT of any change in the policy of insurance coverage.

7.

NGW! will invoice HALL COUNTY GOVERNMENT weekly for fees related to the Services provided by the Trainees during Saturday through Sunday of the preceding week. HALL COUNTY GOVERNMENT shall pay the invoice amount to NGW! within [fifteen] (15) days following its receipt of the invoice.

8.

NGW! and HALL COUNTY GOVERNMENT shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement.

9.

The term ("Term") of this Agreement shall be for one year from the Effective Date and shall be automatically renewed for successive one-year terms unless changed in a written communication signed by both Parties.

10.

NORTH GEORGIA WORKS!
*Where Work Works*

This Agreement may be terminated by either Party for any reason at any time. Such termination shall be in writing and may be delivered personally, overnight delivery service, or by United States certified mail.

11.

In connection with the training experience covered by this Agreement, both Parties may have access to proprietary and/or confidential materials and information developed or otherwise made available by the other Party; each shall (both during and after this Agreement) use such materials and information only in connection with this training experience and protect them from disclosure to third parties in the same manner as it protects its own proprietary and/or confidential information of like kind, but in any event with reasonable care.

12.

The limit of our liability (whether in contract, negligence, tort or other theory of relief) to you or any third party concerning performance or non-performance by us, or in any manner related to this Agreement, for any and all claims shall not in the aggregate exceed the fees and expenses paid by you to us hereunder with respect to the work involved.

13.

This Agreement shall not be modified verbally, but any modifications or amendments of the terms shall be in writing and signed by the duly authorized representatives of each Party hereto.

14.

If any provision(s), of this agreement is or are held to be invalid or unenforceable the remaining provision(s) are, nevertheless, to be in full force and effort.

15.

The laws of the State of Georgia will govern this Agreement.

In witness whereof, the Parties hereby execute this Agreement on the dates shown below.

**HALL COUNTY GOVERNMENT**

**By:** _____
**Signature**

_____
**Print Name**

_____
**Date**

**North Georgia Works!, Inc.**

**By:**
**Signature**

**Michael Giddens**
**Print Name**

**8/14/2025**
**Date**

NORTH GEORGIA WORKS!
*Where Work Works*

# Trainee Services Contract

North Georgia Works!, as part of our Business Partner Agreement with you, is pleased to provide temporary labor and other work services to **HALL COUNTY GOVERNMENT**. We have enjoyed our relationship to date and look forward to providing you with excellent resources to assist you in your labor needs.

Below are the specifics for this particular contract engagement:

**Contract Start Date:** **Estimated Work Hours per Week:** 40

**Trainee Name:** **Hourly Fee:** $16/hour

**Invoice Periodicity: Weekly/Electronic (Email)** **Payment Due Date (Net)** 15 days

**Worksite Address:**

**Worksite POC Person:**
**Phone Number:**
**POC Person email address:**

**Billing Address (if different):**

**Billing POC Person:**
**Phone Number:**
**POC Person email address:**

**NGW! POC: Michael Giddens** **Phone: 770-877-2717** **Email: mgiddens@northgeorgiaworks.com**
**NGW! Address: PO Box 2458 Gainesville, GA 30503**

We appreciate the opportunity to serve and are very grateful for your support of our Trainee program. If you have any questions or concerns regarding this contract, our work performance, or any other matter, please contact us for our immediate attention and prompt resolution.

Thanks again for your support to our organization and the community!

Best regards,

Michael Giddens
Executive Director
North Georgia Works!



____ initials MG initials

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 463/2025

**SUBJECT:** Approve the Hall County Employee Personnel Policies and Procedures Manual; authorizing the Chairman to approve all related documents subject to the review and approval of the County Attorney.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** DLJ

**Recommendation:**
Department recommends approval of this agenda item.

**Purpose of Request:**
Purpose of this request is to seek approval of the Hall County Employee Personnel Policies and Procedures Manual.

**History:**
The County currently has an Employee Handbook which was last revised in September of 2019.

**Facts and Issues:**
The current handbook is being revised and entitled as the Hall County Employee Personnel Policies and Procedures Manual.

A review was conducted by Human Resources, Freeman Mathis & Gary Law Firm, and the County's Legal Department.

Some of the changes reflect a detailed table of contents; restructuring of content to create a more user friendly tool; incorporation of a glossary of terms; updated content based on legal and regulatory compliance; and updates to enhance clarity, efficiency, and employee experience.

**Options:**

**Funding Requested** $ 0.00

**Are funds within current budget?** Yes

**Source of Funds**

| | |
|---|---|
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| LJ | LJ | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|
| WLI | CR | JR |

**Attachments:**

Personnel and Policy Procedures Manual

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 463/2025

**Funds Requested:** $ 0.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:** No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

Late agenda item due to additional discussion regarding Manual.

**Contact for Questions:** DLJ

**Phone:** 770-531-6712

# Hall County Employee
# Personnel Policies and Procedures Manual

Released: Approved April 2013
Revision 1: Approved September 2019
Revision 2: (Pending BOC approval)

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# SECTION I:
# INTRODUCTION

**Section 1.1: Organization Description**
The purpose of the Hall County Employee Personnel Policies and Procedures Manual ("Manual") is to acquaint you with Hall County and provide information regarding procedures and policies that affect your employment. This Manual, however, cannot anticipate and is not intended to cover every situation that may arise or to create a specific policy to be applied in every instance.

Employees are expected to read, understand, and comply with all provisions of this manual and are responsible for referring to the content should a question arise. Violation of any of these guidelines may subject the employee to discipline up to and including termination in accordance with the provisions of these guidelines, County ordinances, and Federal, State, and local laws.

The provisions and guidelines contained in this Manual are not binding on the County. As Hall County continues to grow, the need may arise to make revisions, and Hall County reserves the right to revise, supplement, suspend, or rescind any policies or portions of the manual any time as it deems appropriate, in its sole and absolute discretion, with or without notice to employees. The language used in this Manual is not intended to create a contract, or evidence of a contract, between Hall County and any employee. Nothing in this Manual should be construed as an offer of permanent employment.

These guidelines are based on the guiding principles and practices that have developed through years administering personnel policy and procedures. As a basic premise, the County will comply with all applicable local, state, and federal laws. Any practice or policy of the County will be applied consistently with all applicable laws and regulations. The following general principles guide County Officials and Management in making personnel decisions:

A. Employees are individuals worthy of trust, dignity, and respect.
B. Employees will do their best if their rewards are based on individual merit and group achievements, and if they have the opportunity for useful employment and personal security.
C. Hall County's long-term success and effectiveness depend on the efforts, achievements, and teamwork of all employees.

**Section 1.2: Hall County Organizational Values**
Organizational values exist to help guide the perspective of the organization as well as its actions. These values play an important role in determining how the organization confronts problems and issues and creates a common purpose for which the organization works. Each employee is critical to the success of Hall County as an organization. Keeping these values in mind and demonstrating them daily will assist every individual employee in making Hall County

successful as an organization.

**S**erving Citizens: We will always highly value the citizens we serve as the object of our continual focus on service. We will support the advancement of professionalism to our citizens and within the organization by our conduct, speech, demeanor, and decision making.

**E**nhancing Community: We will pursue innovative and creative means of advancing the organization forward to meet the expectations of growth and economic development opportunities in our future.

**R**esponsible Stewardship: We will exhibit the highest level of stewardship to the citizens we serve, recognizing we are ultimately accountable to the public for our actions and duties.

**V**aluing Transparency: We will maintain openness and transparency as a basic tenet of our organizational structure. We will adhere to the highest ethical standards in the execution of our duties and responsibilities.

**E**fficient Cooperation: We will respect each member of staff as a necessary and vital member of the organization, recognizing the importance of the unique gifts, abilities, experiences, and talents which are integral to the organization reaching its maximum potential to best serve the citizens of Hall County.

**Section 1.3: The History of Hall County**

Established on Dec. 15, 1818, Hall County was named for Dr. Lyman Hall, a signer of the Declaration of Independence and later, Governor of Georgia. As we look to the future, after celebrating over 200 years of excellence, Hall County is poised to build upon its impressive economic and cultural competencies. Our mantra, “We have it ALL in Hall!” signifies the regional impact this community has throughout Northeast Georgia. From the mountainous views of Clermont and Lula to the folk pottery of Gillsville, the views of Lake Lanier, the “Poultry Capital of the World” in Gainesville, to the business corridor of Oakwood and Flowery Branch, all the way to the golf courses of Braselton, Hall County has a lot to offer.

**Section 1.4: Hall County Services**

The County provides a full range of services, including police and fire protection, the construction and maintenance of highways, streets, and other infrastructure, recreational activities, and cultural events. The County is also financially accountable for a legally separate Health Department and a legally separate Library System, both of which are reported separately within the County’s financial statements.

The County maintains budgetary controls to ensure compliance with State of Georgia law. Departments prepare revenue and expenditure estimates, which are reviewed by the Board of

Commissioners in a hearing open to the public. The Board of Commissioners then adopts the final budget on or before June 30 at an official Commission meeting.

**Section 1.5: Organizational Structure**
Our organization starts with serving the citizens of Hall County, operating under the Elected Officials, Board of Commissioners, and the Judicial System.

A. County Commission
   As the legislative branch of Hall County and the elected representatives of the community at large, the County Commission establishes policy, direction, and goals to be achieved by the organization. The Board of Commissioners embodies five (5) members – one (1) Chairman is elected at-large and the other four (4) are elected by their respective geographical districts. Elections for the district seats are staggered to provide some continuity on the Board of Commissioners.

B. County Administrator
   The County Administrator, appointed by the Board of Commissioners, serves as the chief administrative employee and is responsible for the administrative oversight of employees under the Civil Service System.

C. Department Director/Elected Constitutional Officers
   Department Directors are responsible for ensuring the optimum performance of their department by providing leadership, guidance, and direction to achieve organizational goals and assure departmental integrity through coordinated teamwork as governed by the County's Rules and Regulations. A Department Director includes individuals appointed by the County Administrator. Elected/Constitutional Officers include the Sheriff, Clerk of Court, Tax Commissioner, and Probate Judge.

D. Departmental Rule Establishment Authority
   Each Department Director has the authority to establish additional protocols or standard operating procedures that specifically apply to that department's activity and may not apply to the general employee population. Supplementary departmental protocols and standard operating procedures must be consistent and compatible with the Hall County Personnel Policies and Procedures Manual.

E. Human Resources
   Human Resources is responsible for providing guidance and direction to all Hall County employees. Human Resources is here to effectively manage personnel through policy development and individual consultation, assure equitable treatment of all employees while ensuring clear work standards are established.

F. Manager or Supervisor
   The Manager and/or Supervisor are responsible for assuring employees perform assigned work responsibilities, enforcing rules, training and developing a competent

workforce, providing feedback about performance, providing coaching and/or counseling to timely document performance concerns, and ensuring compliance with regulations.

G. Employee
The employee is responsible for performing assigned duties with professionalism, efficiency, and timeliness. The employee is expected to be flexible in the changing nature of Hall County functions based on the expectations of Management and our citizens. All employees are responsible for responding to directions from Supervisors, Managers, and Directors.

The County Commission, County Administrator, all elected and appointed Department Directors, and every employee have an important role in making the County an effective, efficient and responsive organization.

The primary goal of our organization is to promote, encourage and develop a strong, viable community and ensure we serve all Hall County citizens.

## SECTION 2:
## EMPLOYMENT AT WILL

Employment at Hall County is on an at-will basis. In the absence of a specific agreement to the contrary, in writing and by an authorized representative of the County, your employment is for an indefinite period, and it is subject to termination by you or the County for any reason, with or without cause, with or without notice, and at any time.

Nothing in this Manual creates or is intended to create an employment agreement, expressed or implied. Nothing contained in this Manual, or any other document provided to employees, does or should be construed to change the at-will status of employment, and nothing in this Manual is intended to be, nor should it be, construed as a contract, assurance, guarantee of employment, or any other right for any period of time.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract.

# SECTION 3:
# CIVIL SERVICE ACT

**Section 3.1: Purpose**

*The following is a compilation of the provisions Civil Service System Act which became effective on July 1, 2015, together with adopted Rules, Regulations, and Standards of the Civil Service System which have been adopted pursuant to Section V of the Civil Service System Act. If you wish to refer to the Actual Civil Service System Act as enacted in 2015, it is available from the Human Resources Department.*

The Act shall be known and may be cited as the "Hall County Civil Service System Act." The general purpose of the Act is to establish a Civil Service System for Hall County, providing for the recruitment, selection, development, and retention of an effective work force of capable, diligent, and honest employees. The Civil Service System shall include policies for employee hiring and advancement, training, career development and performance evaluation, employee relations, and the disposition of employee grievances, discipline, discharge, and related activities. The purpose of the Act is to establish a Civil Service System in which all personnel matters shall be determined solely on the basis of merit and qualifications, without regard to race, color, sex, age, national origin, disability, or political affiliation.

**Section 3.2: Probationary Period**

Newly hired employees, as well as rehired employees, shall work under a probationary period of one (1) year, before being considered as a regular employee. During this probationary period, the employee shall not be a member of the Hall County Civil Service System.

**Section 3.3: Civil Service Departments and Employees**

The Act created and established the Hall County Civil Service System. All non-probationary Hall County employees now employed or hereafter employed shall be members of the Hall County Civil Service System, except for the Court Circuit employees identified in Section 3.4. In addition, all non-probationary employees now employed or hereafter employed by the Hall County Sheriff, the Hall County Probate Judge, the Hall County Clerk of Superior Court, and the Hall County Tax Commissioner shall also be members of the Hall County Civil Service System.

**Section 3.4: Non-Civil Service Departments and Employees**

A. The following shall not be members of the Hall County Civil Service System: Elected Officers of the County, employees of the Magistrate, Juvenile, State and Superior Courts; the District Attorney; the Hall County Solicitor; members of appointed boards, members of commissions and authorities, part-time employees, temporary employees, interns, and all employees, who as of the date of adoption of the Act, currently have a contractual employment relationship with Hall County and all employees in the future, who, at the time of hire, by agreement with the hiring authority and with approval of the County Administrator, will enter into a contractual employment agreement instead of the Civil Service System.

B. Policies for Non-Civil Service System departments and employees shall be as follows:
    1. The policies and procedures set forth under this employee handbook are not applicable to the above-listed Non-Civil Service System departments, officials, and employees.
    2. The policies and procedures for Non-Civil Service System departments are set forth by each of these individual departments in accordance with their own internal standard operating policies and procedures.

**Section 3.5: Civil Service System Hearing Officer**

The Hall County Board of Commissioners shall select an independent, impartial attorney who has been a member of the State Bar of Georgia for at least five (5) years to serve as Administrative Hearing Officer in matters for which a hearing is allowed under the Act. The Administrative Hearing Officer shall not be a current or former employee of Hall County and shall receive such per diem compensation, if any, as deemed appropriate by the Hall County Board of Commissioners. The Administrative Hearing Officer shall serve at the pleasure of the Board of Commissioners of Hall County.

A. Duties of the Administrative Hearing Officer shall include:
    1. Conducting hearings and rendering decisions on charges against those employed in departments and offices included in said Civil Service System and hearing appeals from any employee included in the Civil Service System who claims to have been improperly suspended without pay, demoted, or dismissed.
    2. Keeping records of evidence presented as all testimony before the hearing officer must be transcribed, rendered under oath or affirmation, by oral testimony, depositions, or interrogatories, and with the right of cross examination. All decisions of the hearing officer shall be entered into a written record which shall be open to inspection by the public during regular office hours.
    3. Having limited decision-making authority in that the authority of the hearing officer, while hearing employee appeals, shall be limited to determining if management's decision is supported by the evidence, lies within the lawful discretion of management, and is consistent with County policies and procedures. The hearing officer’s discretion is limited to either upholding or overturning the decision of management.
    4. Keeping and maintaining an accurate written record of his/her hearings and proceedings and he/she shall be furnished with clerical assistance by the governing authority to keep and maintain his/her records.
    5. Making recommendations as to amendments, additions to, and changes in the Hall County Employee Personnel Policies and Procedures Manual from time to time, and when said amendments, changes, or additions are adopted by the governing

authority of Hall County, said amendments shall have the force of law and be binding on all parties affected by said Civil Service System.

6. The Administrative Hearing Officer has the duty, function and responsibility of representing the interest of the public in the improvement of personnel administration and the selection and retention of qualified personnel. All hearings before the Administrative Hearing Officer shall be open and held in offices provided, therefore, by the governing authority of Hall County. The governing authority of said County is hereby authorized to provide necessary clerical assistance to the Administrative Hearing Officer. The Administrative Hearing Officer shall conduct scheduled hearings and may hold additional hearings as may be required for the proper discharge of his/her duties.

B. In any appeal by an employee, it shall be the burden of the employee to establish and verify that the action in question:
   1. Does not substantially comply with sound management principles, consistent with the rules and regulations of the Hall County Civil Service Act;
   2. Is not supported by a preponderance of the evidence; and
   3. Is not reasonable or relative to the severity of the offense.

No employee of any department or office of the County who is covered under the Hall County Civil Service System Act may be suspended without pay, demoted, or dismissed from employment in said department or office except for good cause and in accordance with the Hall County Employee Personnel Policies and Procedures Manual as approved by the governing authority of Hall County. Any employee who is suspended without pay, demoted, or dismissed shall have the right to appeal pursuant to the terms of the rules and regulations prescribed herein for appeal. Such appeal shall be heard and determined by the Administrative Hearing Officer within 45 calendar days of the date that said appeal was filed with Human Resources; provided, however, that such employee must file his/her appeal with the Hall County Department of Human Resources in writing within 10 calendar days from the date of his/her suspension without pay, demotion, or dismissal. The decision of the Administrative Hearing Officer shall be binding upon the governing authority of Hall County, the Hall County Sheriff, Hall County Probate Judge, Hall County Clerk of Superior Court, and Hall County Tax Commissioner as to whether such suspension without pay, demotion, or dismissal was for proper cause.

**Section 3.6: Hall County Director of Human Resources**

The duties and functions of the Hall County Director of Human Resources shall be to prepare and submit proposed rules, regulations, and standards of the Civil Service System or amendments thereto and thereafter, recommend to the governing authority of Hall County the adoption of rules, regulations, standards, and amendments effectuating the Civil Service System established under the provisions of this Act. lf the governing authority shall fail to adopt such rules, regulations, and standards within 45 calendar days, they shall become of full force and effect unless the governing authority shall conduct a public hearing thereon, in which event the

governing authority may change, modify, or disapprove such rules, regulations, or standards. Such rules and regulations shall include provisions for the establishment and maintenance of job classification and compensation plans, the conduct of examinations for appointment under the Civil Service System, the certification of eligible persons, appointment, promotions, transfers, demotions, separations, tenure, service ratings, reinstatements, appeals, and such additional regulations as may be deemed to be in the best interest of impartial selection of efficient personnel and improvement of public administration. Such rules and regulations shall prohibit political activity by any employee covered by the Civil Service System or the Administrative Hearing Officer. Said rules and regulations when adopted by the governing authority of Hall County or otherwise becoming effective, shall have the force of law and be binding upon all departments and offices of the County as may be covered under the Hall County Civil Service System Act.

**Section 3.7: Appeals Process**

The purpose of the appeals process is to provide an orderly process for resolving appeals filed by Civil Service System employees of suspensions without pay, demotions, and dismissals from employment by County management, as stated in the Civil Service System Act. The process is designed to be objective and provide a timely decision as to all appeals. Civil Service System employees and their supervisors/managers should take every opportunity to resolve appeals informally before an appeal is taken to the Hall County Administrative Hearing Officer for a decision.

The only matters that can give rise to a Civil Service System appeal to the Administrative Hearing Officer are employee suspensions without pay, demotions, and terminations of (dismissal from) employment. Other forms of discipline and other employment matters are not subject to the appeal process. Civil Service System and other employees who wish to make a complaint or grievance relating to any matter pertaining to their employment other than a suspension without pay, a demotion, or a termination, must utilize the complaint procedure described elsewhere in this Handbook.

A. Initial Appeal Procedures:
   A Civil Service System employee who has received a suspension without pay, demotion, or termination of employment, and who wishes to appeal management's decision, must initially file his or her appeal with his or her department director or elected official within 10 calendar days of the action taken, with a copy filed with the Human Resources Director. The department director or elected official, upon receipt of an appeal, shall schedule a meeting/hearing with the employee within five days of receipt of the appeal if the employee desires a meeting/hearing. At the meeting/hearing, the employee shall have the opportunity to present his or her opposition to the disciplinary action in written or verbal form but shall not be allowed to have an attorney present. The Director of Human Resources and/or his or her designee may participate in this process upon request and may assist with the resolution of the appeal if appropriate. Within 10 calendar days of the meeting/hearing, the department director or elected official shall notify the employee of his or her decision as to the appeal, and include in the decision a

concise statement of the reasons for the decision, including a description of the factual reasons for the discipline, and a listing of any policies, rules, or procedures that relate to the imposition of the discipline. If an employee is not satisfied with the decision of his or her department director or elected official, the employee may file a written request for his or her appeal to be heard by the Civil Service Administrative Hearing Officer by filing said appeal with the County's Director of Human Resources within 10 calendar days of receipt of the decision by his or her department director or elected official. Upon receipt of an appeal, the Director of Human Resources will promptly transmit a copy of the appeal and all attached documents to the Administrative Hearing Officer and the department director or elected official at issue. Any request for an appeal to the Administrative Hearing Officer must include a list of all of the grounds for the appeal, a concise description of the facts supporting the appeal, a copy of all of the decisions rendered by management and the department director or elected official relating to the discipline including the initial discipline letter, and copies of any significant documents that are important to the appeal. Within 45 calendar days of the date that the employee files a request for an appeal hearing before the Administrative Hearing Officer, the Administrative Hearing Officer will set a hearing date, place, and time, subject to any requested continuance pursuant to the procedure below. Human Resources will coordinate with the Administrative Hearing Officer to promptly designate the appropriate time and place to conduct the hearing and shall notify the employee and the department director or elected official in writing. The written notification to all concerned parties shall be sent at least five (5) days prior to the date of the hearing. Consideration will be given to all parties concerned in the scheduling of hearings, and all such hearings will be open and public.

An employee who has an appeal scheduled before the Civil Service Administrative Hearing Officer may be allowed a continuance for good cause, at the discretion of the Administrative Hearing Officer, or may consent to a continuance requested by the County. However, the Administrative Hearing Officer may dismiss the case if more than two (2) continuances are requested without justifiable cause by the employee filing the appeal.

B. Administrative Hearing Officer Hearing Procedures:
In the hearing of an appeal, the proceedings shall be informal as compared to a judicial hearing. All hearings will be conducted in person, unless prior written approval is given by the Administrative Hearing Officer (approval will only be given for emergency purposes). The Administrative Hearing Officer shall preside over the hearing and the hearing shall be conducted in accordance with the provisions of these Rules and Regulations and the requirements of due process. The decision of the Administrative Hearing Officer's decision is considered final in matters of dismissals (terminations), demotions, and suspensions without pay. An employee whose appeal is upheld so that the decision of management is overturned will be reinstated with full restoration of all pay and benefits lost and shall resume previous duties without penalty if directed by the Administrative Hearing Officer. In all appeal cases, the following criteria and procedures will apply.

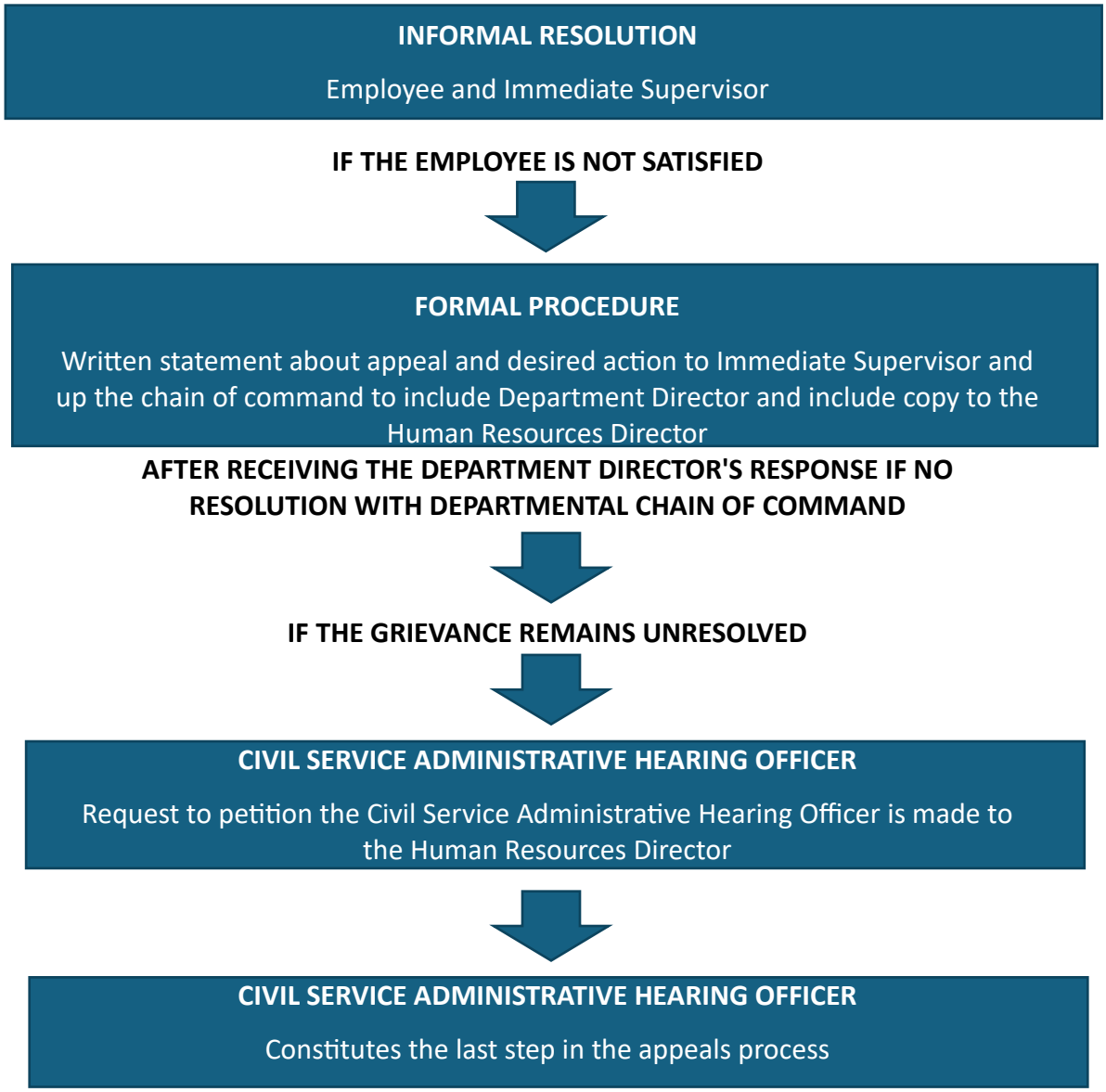
In any appeal by an employee, the employee shall first present his or her initial case to the hearing officer, and then management shall present its case. Both sides shall have the right to cross-examine witnesses, to present documentary evidence, and to make an argument as allowed by the hearing officer. Both sides shall be entitled to legal counsel, provided that legal counsel gives prior notice of their involvement in the case to the Administrative Hearing Officer and the Director of Human Resources. The hearing officer shall conduct the hearing, make evidentiary rulings, and prepare final orders for the decision. The hearing officer's final decision will include summary findings of fact and conclusions supporting the decision. In general, the hearing officer shall conduct the hearing process in conformity with the principle of due process but shall not allow the presentation of irrelevant or immaterial matters. The hearing officer is also authorized to set reasonable parameters on the hearing process designed to ensure that witnesses are not subject to repeat questions or harassment, and that the hearing process is not unduly burdensome. The decision of the hearing officer will be rendered on the preponderance of the evidence standard.

The authority of the hearing officer when hearing employee appeals shall be limited to determining whether management's decision to render discipline is supported by the evidence, lies within the lawful discretion of management, and is consistent with County policies and procedures. It shall be the burden of the employee to establish and verify that the action in question:

1. Does not substantially comply with sound management principles, consistent with these Rules and Regulations;
2. Is not supported by a preponderance of evidence maintaining the finding of facts and judgment; and
3. Is not reasonable or relative to the severity of the offence.

A recording or official transcript shall be made of all hearings. A copy of said transcript shall be made available to the appellant, upon request, at a cost to be determined by Human Resources.

# APPEAL PROCEDURES FLOW CHART




**NOTE:** At any point in this chain of command procedure, the employee, Supervisor, or Department Director may call upon Human Resources to assist in a resolution of the problem.

# SECTION 4:
# EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

**Section 4.1: Equal Opportunity**

Hall County is committed to providing and promoting equal employment opportunities for all applicants and employees. Additionally, Hall County is committed to maintaining a work environment that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, disability, genetic information, or other protected group status as provided by law. In keeping with this commitment, we will not tolerate harassment, discrimination, retaliation, or unlawful treatment of employees, applicants, contractors, interns, temporary/seasonal staff, and volunteers by anyone, including but not limited to, any Official, Supervisor, co-worker, vendor, client, citizen of Hall County, or third party. It is the responsibility of all employees to ensure that the concepts of equal employment opportunity, non-harassment, and non-discrimination are understood, abided by, and carried out by everyone.

Hall County does not discriminate based on disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA). All vacant positions will be posted for a minimum of three (3) calendar days.

**Prohibited Conduct**

This Policy applies to all aspects of employment, including, but not limited to, recruitment, hiring, promotion, demotion, transfer, lay-off, recall, discipline, termination, compensation, and benefits. Improper conduct also consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status or activity (such as opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes conduct by someone to another of the same gender. We prohibit unlawful conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. No one, including any supervisor, has the authority to engage in such conduct.

If you feel you have been subject to the type of conduct prohibited by this Policy, you must report this conduct in accordance with the County's Employee Complaint Procedure, which is contained in this Manual. You should report any improper conduct before it becomes severe or pervasive and should not wait until it rises to the level of an unlawful action.

Employees should be aware that they have the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC), or other state or federal agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of alleged unlawful action, not from the date that the complaint to Hall County is addressed.

**Sexual Harassment**
Unlawful harassment based on an individual's sex is prohibited. Unlawful harassment can take many forms. For instance, unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct can constitute sex-based harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; jokes about gender-specific traits; gender-specific foul or obscene language or gestures; displays of foul, obscene, or sexual material; sexually-related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body. An individual who feels he or she has witnessed or been subject to harassment must follow the County's Employee Complaint Procedure, which is contained in this Manual.

**Prohibition of Other Types of Unlawful Harassment**
It also is against County policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, age, national origin, disability, genetic information, or other protected status (or status of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment: (2) has the purpose or effect of unreasonably interfering with an individual's work performance: or (3) otherwise adversely affects an individual's employment opportunities. An individual who feels he or she has witnessed or been subject to harassment must follow the County's Employee Complaint Procedure, which is contained in this Manual.

**Americans with Disabilities Act and Pregnant Workers Fairness Act**
It is our policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act of 1990, as amended (ADA) or other applicable law. This Policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, we will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodation presents an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

Additionally, the County complies with the Pregnant Workers Fairness Act (PWFA). In this regard, pursuant to any applicable requirements of the Pregnant Workers Fairness Act, the County will provide reasonable accommodations to employees and applicants with known limitations related to pregnancy, childbirth, or related medical conditions that can perform the essential functions of the job with such accommodations unless such accommodations present an undue hardship. Examples of reasonable accommodations under the Pregnant Workers Fairness Act may include:

- Additional break time for restroom use, meals, hydration, and rest

- Seating options allowing for sitting or standing as needed
- Schedule changes, part-time work, and paid and unpaid leave
- Flexible work hours to accommodate medical appointments and physical needs.
- Telework (remote work)
- Closer parking spots to the workplace entrance
- Light duty
- Making existing facilities accessible or modifying the work environment
- Job restructuring
- Temporarily suspending one or more essential functions of your job
- Acquiring or modifying equipment, uniforms, or devices
- Adjusting or modifying examinations or policies

The County further notes that it will not require individuals covered under this Act to take paid or unpaid leave if there is another reasonable accommodation that is available that still allows the individual to perform the essential functions of the job with such an accommodation.

An individual with a disability or a known limitation related to pregnancy, childbirth, or related medical conditions may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. We are not required, however, to provide an accommodation if doing so would cause an undue hardship to the County or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. The responsibility for seeking a reasonable accommodation begins with the employee or applicant. To request an accommodation, an individual should submit a request in writing to the Director of Human Resources.

**Religious Accommodations**

The County respects the sincerely held religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the County's business. An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with the County's policy or practice on dress and appearance or with other aspects of employment and who seeks a religious accommodation must submit a written request for an accommodation to the Director of Human Resources. Alternatively, an individual may speak to the Director of Human Resources informally about a request for accommodation, but may be asked to complete an Accommodation Request Form. Upon receiving a request for accommodation, we will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. Failure to provide the required information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an

accommodation request may result in the denial of an accommodation. Any individual believing that a reasonable accommodation has not been provided or who otherwise feels he or she has been discriminated against on account of a religious belief or practice must follow the County's Employee Complaint Procedure, which is contained in this Manual.

**Compliance with the Genetic Information Nondiscrimination Act (GINA)**
It is a violation of County policy to discriminate, harass, or retaliate against an employee or an applicant on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. The County does not use genetic information to make employment decisions. It is a violation of this policy to ask for or obtain genetic information about an applicant or an employee, unless specifically authorized by law. In those circumstances where genetic information is maintained, it will be retained in a confidential manner and in a separate medical file to prevent unlawful disclosure.

**Section 4.2: Commitment to Diversity**
We are committed to fostering a workplace where everyone feels valued, respected, and empowered to contribute their unique perspectives and experiences. We embrace diversity in all its forms and strive to create an inclusive environment where differences are celebrated, and opportunities are equitable for all.

**Section 4.3: Retaliation**
Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. Adverse conduct includes but is not limited to:

A. Shunning and avoiding an individual who reports harassment, discrimination, or retaliation
B. Expressed or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*
C. Denying employment benefits because an applicant or employee reported harassment, discrimination, retaliation, or participated in the reporting and investigation process

**Section 4.4: Employee Complaint Procedure**
All employees should help to ensure that we avoid any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for an accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) retaliation, (6) violation of any policy of the County or policy in this Manual, (7) failure to pay overtime or other violation of the FLSA or wage payment laws, or (8) other unlawful or inappropriate conduct by anyone, including an employee, supervisor, manager, coworker, contractor, subcontractor, vendor, client, visitor, customer, agent, or other third party, you are to notify immediately (preferably in writing within 24 hours) the Director of Human Resources. The address and telephone number for the Human Resources Department

are P.O. Drawer 1435, Gainesville, GA 30503, 770-531-6712. If you are not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the Director of Human Resources and also send notification of your complaint in writing by certified mail to County Administration, whose address is P.O. Drawer 1435, Gainesville, GA 30503. If you are not comfortable discussing the matter with the Director of Human Resources or otherwise do not wish to discuss the matter with the Director of Human Resources, you are to file your complaint directly with the Assistant County Administrators. If you are not satisfied with the response after filing and discussing your complaint with the Assistant County Administrators, you may file your complaint with the County Administrator. The County Administrator will constitute as the last step in the complaint process. We prohibit unlawful retaliation against anyone who has made a complaint or provides information related to a complaint.

We will undertake an objective and appropriate review of any complaint and expect all employees to fully cooperate with internal investigations that may be initiated by the County to examine any perceived violation of County policy or procedure or any other matter. To the extent practicable and appropriate, we will keep any complaint and the terms of its resolution confidential. We will take corrective action as we determine is appropriate, including such discipline up to and including immediate termination of employment. We will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified as to the outcome of your complaint. If you have any questions about the status of your complaint, you should contact the Director of Human Resources at the above telephone number and address.

**Intentionally False Claims**
We recognize that intentional or malicious false accusations of misconduct can have a serious effect on innocent individuals. Employees making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. We encourage any employee to raise questions he or she may have regarding misconduct or this Policy with the Director of Human Resources.

### Section 4.5: Immigration Law Compliance
Hall County is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must complete the form. Employment eligibility must be verified prior to employment and no later than three (3) business days following an employee's hire date. Failure to do so may result in termination of employment.

Further, the County utilizes E-Verify in order to certify the work eligibility of its employees.

E-Verify is an Internet-based system operated by Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify works by electronically comparing the information on an employee's Form I-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired employee. As mandated by E-Verify, the County displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters in County offices. Following is a copy of the E-Verify Poster.

# This Organization Participates in E-Verify

# Esta Organización Participa en E-Verify

This employer participates in E-Verify and will provide the federal government with your Form I-9 information to confirm that you are authorized to work in the U.S.

If E-Verify cannot confirm that you are authorized to work, this employer is required to give you written instructions and an opportunity to contact Department of Homeland Security (DHS) or Social Security Administration (SSA) so you can begin to resolve the issue before the employer can take any action against you, including terminating your employment.

Employers can only use E-Verify once you have accepted a job offer and completed the Form I-9.

## E-Verify Works for Everyone

For more information on E-Verify, or if you believe that your employer has violated its E-Verify responsibilities, please contact DHS.

Este empleador participa en E-Verify y proporcionará al gobierno federal la información de su Formulario I-9 para confirmar que usted está autorizado para trabajar en los EE.UU..

Si E-Verify no puede confirmar que usted está autorizado para trabajar, este empleador está requerido a darle instrucciones por escrito y una oportunidad de contactar al Departamento de Seguridad Nacional (DHS) o a la Administración del Seguro Social (SSA) para que pueda empezar a resolver el problema antes de que el empleador pueda tomar cualquier acción en su contra, incluyendo la terminación de su empleo.

Los empleadores sólo pueden utilizar E-Verify una vez que usted haya aceptado una oferta de trabajo y completado el Formulario I-9.

## E-Verify Funciona Para Todos

Para más información sobre E-Verify, o si usted cree que su empleador ha violado sus responsabilidades de E-Verify, por favor contacte a DHS.

**888-897-7781**

**dhs.gov/e-verify**

E-VERIFY IS A SERVICE OF DHS AND SSA

The E-Verify logo and mark are registered trademarks of Department of Homeland Security. Commercial sale of this poster is strictly prohibited.

English / Spanish Poster

# IF YOU HAVE THE RIGHT TO WORK,
# Don't let anyone take it away.

**If you have the legal right to work in the United States, there are laws to protect you against discrimination in the workplace.**

**You should know that –**

- In most cases, employers cannot deny you a job or fire you because of your national origin or citizenship status or refuse to accept your legally acceptable documents.
- Employers cannot reject documents because they have a future expiration date.
- Employers cannot terminate you because of E-Verify without giving you an opportunity to resolve the problem.
- In most cases, employers cannot require you to be a U.S. citizen or a lawful permanent resident.

If any of these things have happened to you, contact the Office of Special Counsel (OSC).

For assistance in your own language:
Phone: 1-800-255-7688 or
(202) 616-5594
For the hearing impaired:
TTY 1-800-237-2515 or
(202) 616-5525

E-mail: osccrt@usdoj.gov

Or write to:
U.S. Department of Justice – CRT
Office of Special Counsel – NYA
950 Pennsylvania Ave., NW
Washington, DC 20530

**U.S. Department of Justice**
**Civil Rights Division**

**Office of Special Counsel for Immigration-Related Unfair Employment Practices**

www.justice.gov/crt/about/osc

**Section 4.6: Background Checks**

As part of our commitment to fair and equitable hiring practices, Hall County adheres to 'Ban the Box' principles. We do not ask about criminal history on job applications. Background checks, including criminal history checks, are conducted only after a contingent offer of employment has been extended. A background check also may be conducted during employment, such as in connection with the reassignment or promotion of an employee. The County may conduct background checks, or the County may use a third-party administrator to conduct the background checks, and all background checks will be compliant with applicable laws, such as the Fair Credit Reporting Act. The information that may be collected includes, but is not limited to, criminal background, employment history, motor vehicle records, credit history, education, and professional and personal references. A prior criminal arrest or conviction is not an absolute or automatic bar to employment. The County will consider additional information from the applicant or employee to determine whether the individual's criminal record should bar the individual from working.

# SECTION 5:
# EMPLOYMENT RELATIONSHIP

**Section 5.1: Business Ethics and Conduct**

The successful business operation and reputation of Hall County is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity at all times. Staff always reflect Hall County, on or off duty, and are expected to maintain the standards of conduct.

The continued success of Hall County is dependent upon our citizens' trust, and we are dedicated to preserving that trust. Employees owe a duty to Hall County, and its citizens to act in a way that will merit the continued trust and confidence of the public.

Hall County will comply with all applicable laws and regulations and expect its Directors, Officials, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. If an employee has been charged with any illegal offense, an administrative inquiry may be conducted, and disciplinary action may be taken up to and including termination.

No employee shall accept any gift, favor or reward other than regular compensation for any service rendered as an employee of Hall County.

No employee shall in any way knowingly participate in falsifying records including but not limited to purchasing, payment approval, receiving, inventory records, or payroll.

No employee may buy or charge any goods or services of any amount to the accounts of Hall County unless following the procedures established through the County Code and regulations established through the Purchasing Office. An exception can be made under genuine emergency conditions, and then such purchase must be confirmed as soon as possible with a proper purchase order. (Full purchasing regulations are available through the Purchasing Department.)

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate Supervisor for advice and consultation. Compliance with this policy of business ethics and conduct is the responsibility of every Hall County employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Employees should familiarize themselves with the Hall County Code of Ethics which can be found in the Code of Ordinances, Chapter 2.110

(http://library.municode.com/index.aspx?clientId=12961)
https://library.municode.com/ga/hall_county/codes/code_of_ordinances?nodeId=PTIOFCO_TIT2ADPE_CH2.110COET

A. Political Activity Rule
Employees of the County are encouraged to exercise their right to vote, but no employee shall make use of County time or equipment to aid a political candidate, party or cause; or use a County position to influence, coerce or intimidate any person in the interest of a political candidate, party, or cause.

B. Seeking Elective Office
Any County employee seeking elective office within Hall County shall, upon declaring candidacy as defined by Georgia Law, resign their position or submit a request in writing to the County Administrator or appropriate Elected Department Director, for a personal leave of absence without pay from the date of his/her announcement through the duration of the campaign or the announcement of election results.

If elected to office, the employee shall immediately upon the date of election be separated from employment with the County upon the written request and approval of the County's Administrator or appropriate elected Department Director. Nothing contained herein shall be construed as providing the employee with the right to return to work after the election.

Declaring candidacy shall be defined as stated in O.C.G.A 21-5-3(4): "Candidate" means an individual who seeks nomination for election to any public office, whether or not such an individual is elected; and a person shall be deemed to seek nomination or election if such person has taken necessary action under the laws of this state to qualify such person for nomination for election or has received any contributions or made any expenditures in pursuit of such nomination or election or has given such person's consent for such person's campaign committee to receive contributions or make expenditures with a view to bringing about such person's nomination for election or election to such office.

C. Participation in Local Political Campaigns
An employee may not:
1. Be involved in any political activity that would constitute a conflict of interest, including participation in any aspect of any local political campaign on behalf of oneself if intending to seek elected office, or other individual, or in opposition to any candidate for office within Hall County, including municipal and/or county government offices. This includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party, or organization.

2. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government offices.
3. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person, a job or other advantage for the purpose of influencing the vote or political action of any person.

Nothing in this policy shall be construed to restrict the right of employees to hold membership in and support a political party, to vote as he/she chooses, to express personal opinions on political subjects and candidates, to maintain express personal opinions on political subjects and candidates, to maintain political neutrality, or to attend political meetings during non-working hours. No employee shall be hired, promoted, favored, or discriminated against with respect to employment because of his/her political opinions or affiliations. An employee violating this section shall be subject to disciplinary action up to and including termination.

Any person in government service must comply with all applicable ethics laws, regulations, and ordinances, including but not limited to the Code of Ethics for Government Service set forth in – ***O.C.G.A. 45-10-1*** and Chapter 2.110 of the Official Code of Hall County.

**Section 5.2: Whistleblower and Fraud, Waste, and Abuse Reporting Policy**
Ethical conduct is integral to the success of the County. Because the conduct and character of the County depend upon the actions of many people, it is important that each employee understands that the County is committed to conducting its activities with integrity. In keeping with this commitment, the purpose of this Whistleblower and Fraud, Waste, and Abuse Reporting Policy is to encourage the reporting of suspected fraud, waste, or abuse in or relating to any programs of the State of Georgia and operations of the County, such as:

- Violation of or noncompliance with any law, rule, ordinance, or regulation;
- Theft or unauthorized use of County property, including funds, monies, or other assets;
- Embezzlement or other financial irregularities;
- Forgery or other deliberate and wrongful alteration or destruction of County documents or files;
- Misappropriation or destruction of County resources;
- Improprieties in the handling or reporting of money or financial transactions;
- Unauthorized or wrongful manipulation of County systems or databases;
- Disclosing confidential and propriety information to outside parties that otherwise is not subject to public disclosure by law without advance approval;
- Knowingly authorizing or receiving payment or reimbursement for goods not received, expenses not incurred, or services not performed; and
- Knowingly providing false or misleading information as a part of the County's filing with any government agency.

If you feel you have witnessed or have knowledge of the type of conduct prohibited by this Policy, you should report this conduct by using the County's Employee Complaint Procedure, which is contained in this Manual. The County will not retaliate against any employee who makes a complaint pursuant to this Policy or who objects to, or refuses to participate in, any activity, policy, or practice of the County that the employee has reasonable cause to believe is in violation of or noncompliance with a law, rule, or regulation. This Policy does not apply to policies or practices of the County that implement, or to actions by the County against employees who violate, privilege or confidentiality obligations recognized by applicable law.

**Section 5.3: Employee Privacy and Inspection/Monitoring**

It is Hall County's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, you may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the County and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on County premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

The County provides offices, desks, computers, and other County property to employees for their use while employed by the County. These items are the property of the County.

The County can make no assurances about the security or privacy of any office, desk, filing cabinet, computer, or other County facility and discourages the storage of valuables, perishables, and other personal items in them.

Additionally, the County reserves the right to open and inspect any item of any kind on County property, including in an office, desk, computer and files, file cabinet, or County property and its contents, at any time with or without reason, notice or consent. All vehicles parked in secure parking areas that restrict the general public by way of a gate, security officer or station, or other similar means and all vehicles parked in temporary parking areas are subject to search at any time with or without reason. All policies will be applied in compliance with state law regarding inspection of persons and vehicles, including, if applicable, O.C.G.A. § 16-11-135. Employees are expected to cooperate with property searches. If an employee refuses to cooperate, that employee may be subject to disciplinary action, up to and including termination.

As part of its security measures and to help ensure a safe workplace, Hall County has video cameras positioned to monitor various areas of its facilities and may conduct video surveillance of any portion of its premises at any time. Video cameras will not be used in private areas, such as break rooms, restrooms, lockers, and/or dressing rooms, etc. Video surveillance will not include an audio component without the appropriate notification and signage. Employment with the County constitutes an express awareness of and consent to such surveillance.

**Section 5.4: Privacy of Social Security Numbers**
This policy and procedure explain Hall County's general standards and practices for how Social Security numbers are gathered, stored, disclosed, and ultimately disposed of. It is Hall County's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy. Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the County's employee benefit plans.

All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The County will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

**Section 5.5: Employment Applications**
We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. To ensure that individuals who join Hall County, regardless of employment classification, are well qualified and have a strong potential to be productive and successful, Hall County may conduct background investigations of applicants. This employee background check policy applies to candidates who go through Hall County's hiring process.

Human Resources, or appointed designee, may investigate a candidate's background to include but not be limited to prior employment, training, education, criminal, credit and driver's history to verify the statements contained in the application.

Any falsification, misrepresentation, or material omission in information or data in the application process or employment may result in exclusion of the applicant from further consideration of employment, or if the person has been hired, disciplinary action, up to and including termination of employment. An employee terminated for such conduct shall be ineligible for rehire with the County.

**Section 5.6: Employment Categories**

A. Categories of Employment

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Hall County classifies its employees as shown below. It is important for all employees to understand that: (1) no employee is guaranteed a certain number of hours per week or a particular schedule; (2) employees may be shifted from part-time to full-time or vice versa; and (3) the County specifically reserves the right to make changes to employees' hours and schedule without any advance notice or consent from the employee.

1. Exempt: Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

2. Nonexempt: Nonexempt employees are entitled to receive overtime pay as required by applicable federal and state law.

3. Regular: A regular employee has satisfied their probationary or working test period and is regularly scheduled to work a full-time schedule. An employee given a probationary appointment shall acquire regular status and official appointment upon satisfactory completion of the working test period, which lasts 12 months. Generally, they are eligible for Hall County's benefit package, subject to the terms, conditions, and limitations of each benefit program as described in the applicable benefit plan documents.

4. Part-time: Part-time employees are limited to working no more than 28 hours per week and are eligible for statutory benefits only.

5. Acting Capacity Status: An employee may serve in an acting capacity only in a position that has been duly established and is vacant or temporarily vacant.

B. Employment Classification

1. Class Specifications: Class specifications are written to define each group or class of job positions and are intended to be descriptive and explanatory, not restrictive. They are designed to indicate the kinds of positions that should be allocated to a class as determined by duties and/or responsibilities and shall not be construed as prescribing what the duties or responsibilities of any particular job in a department shall be. The use of an illustration of duties shall not be regarded as exclusive to other duties not mentioned that are similar in nature.

2. Minimum Qualifications: Minimum qualifications are statements of the minimum background, education and experience required for a particular job position.

3. Revisions to Classification Plan: Revisions to the Classification Plan may be made to reflect new or changed conditions or work practices within the classified service. Suggested revisions and amendments shall be presented to the County

Administrator. If additional funds are required, such changes are subject to the budgeting approval of the County Commission.

4. Addition of Jobs: Additional positions can be authorized by the County Commission as part of the budget process.

Additionally, Department Directors may request reallocation of existing staff, reclassification of existing positions, or the creation of a new classification. These requests are to be developed through Human Resources and approved by the County Administrator.

5. Job Descriptions: Human Resources maintains job descriptions for jobs within the County, the job classification plan, and classification specifications for job positions in the system. A copy of the plan shall be available for inspection by the public under reasonable conditions during business hours.

C. Duty of Loyalty
Upon becoming an employee of Hall County, you become obligated to exercise a duty of loyalty. The duty of loyalty requires that:

1. The employee serves the employer (Hall County) faithfully and refrains from knowingly or willfully acting to harm the business;

2. The employee refrains from conflicts of interest with the employer (Hall County);

3. The employee acts in the best interest of his or her employer during the employment relationship;

4. Everything an employee acquires through the employment relationship, except for compensation, belongs to the employer (Hall County);

5. Information regarding the County obtained during your employment is confidential and proprietary and should remain confidential. Under no circumstances may any information be used for your own personal benefit.

6. As an employee, you are responsible for ensuring that your conduct is reflective of the requirements established by Hall County.

7. When public employees make statements pursuant to their official duties, the employees are not speaking as citizens for First Amendment purposes, and the Constitution does not insulate their communications from employer discipline (2006, Supreme Court, Garcetti v. Ceballos).

**Section 5.7: Separation from Employment**
An employee may be separated from employment with Hall County in the following circumstances:

A. Resignation: Employees who decide to leave their employment with Hall County are asked to submit to their Supervisor a written notice of voluntary resignation at least 14 days in advance of the date of resignation. Your providing this notice will be appreciated and noted favorably should you ever wish to reapply for employment with the County. Please understand that, once you provide your notice of resignation, the County retains the sole discretion on deciding when your last day will be, and nothing in this Manual should be construed to require the County to allow an employee to dictate a particular resignation date or work out a specific notice period. Employees are not permitted to use any paid time off (PTO), vacation and/or sick time during a resignation notice period unless authorized in advance by their supervisor. Hall County is not obligated to honor a request to rescind a resignation once it has been submitted.

B. Abandonment of Job: An employee who is absent from work for three (3) consecutive working days without calling in to report the absence will be considered to have voluntarily abandoned his/her job.

C. Involuntary Termination: Employment with the County also may be terminated by the County for any lawful reason, including but not limited to for performance or attendance reasons or due to a layoff or a reduction in force.

D. Retirement: An employee may retire from employment if he/she has met the requirements under the provisions of the applicable retirement plan.

E. Death: Separation from employment shall be effective as of the date of the death of the employee. All compensation due to such an employee as of the effective date of separation shall be paid first to the surviving legal spouse of such an employee. If there is no legal spouse, payment will go to the beneficiary as designated in the applicable executed documents, or lacking such documents, to the estate of the employee as may be determined by law.

**Return of County Property:**
Employees must return all Hall County property immediately upon separation from employment for any reason. Where permitted by applicable laws, Hall County may withhold from the final paycheck the cost of any items that are not returned when required, provided the employee is paid minimum wage for all hours worked. Hall County may also take all lawful action to recover or protect its property.

**Section 5.8: Rehire Eligibility and Service Recognition**
Rehire occurs when a former employee is eligible for consideration of employment with the County, in either the same or different position than previously held. Employees who separate from service and are rehired within 12 months into the same position may be rehired at the rate of pay in place at the time of termination.

Employees who separate from service and are rehired within 12 months into a different position could be rehired at the rate of pay comparable to the pay grade for the position.

Employees who terminate and complete a withdrawal of their vested 401(a) retirement funds may not return to work in less than 60 days.

A. An employee may not be eligible for rehire for the following reasons:
    1. Egregious behavior such as theft, fraudulent activities, violence in the workplace, and falsification of County documents. Behaviors of this nature will result in being ineligible for employment with the County.

       Employees terminated for reasons other than egregious behavior may still be eligible for reemployment with the County in other departments, excluding the terminating department.

B. Rehire Compensation and Benefits
    1. Insurance and Similar Benefits: New coverage can be elected within 30 days of the rehire date, and the newly elected insurance will go into effect the first day of the month following thirty days of employment from the rehire date. Employees rehired less than 13 weeks from termination will have their medical benefits reinstated with no waiting period.

    2. Retirement Benefits: The rehired employee may participate in the retirement program, e.g., 401a or 457b plan, as soon as practicable based on the plan and the rehire date.

    3. Accrual of Leave: A rehired employee will accrue PTO (Paid Time Off) at the same rate as a newly hired employee. If rehired within 12 months of the employee's prior separation date into a full-time benefit-eligible position, the previous years of service will be considered and may be restored upon the Department Director's request and approval from the Director of Human Resources or his/her designee. No vacation time, sick, or PTO is accrued during the period between the termination date and the rehire date.

    4. Sick Accrual: An employee who separates from employment with the County forfeits all unused sick leave as of the separation date. The County does not reinstate sick leave for rehired employees.

# SECTION 6:
# TIMEKEEPING

**Section 6.1: Attendance and Punctuality**
All employees are expected to arrive on time and ready to work every day they are scheduled to work. Regular, reliable attendance is required of all employees. Maintaining good attendance is a condition of employment and is an essential function of every employee. An employee shall be considered tardy when reporting to work more than three (3) minutes after the department's established beginning of the workday, assigned shift hour, or assigned meal period.

If an employee is late, or will be absent for an entire day, the employee must contact their Supervisor as soon as possible and in advance of their shift. Voicemail, text, and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to report an absence or to work a scheduled shift without prior approval also may result in discipline up to and including termination. If an employee is absent for 3 consecutive days without notifying their supervisor, this action will be considered job abandonment, and that the employee has voluntarily resigned from their employment.

Excessive absenteeism and/or tardiness will result in termination. Excessive absenteeism and/or tardiness includes but is not limited to partial days absences or illnesses; failure to keep Supervisor properly informed concerning absences or tardiness; unauthorized time-swapping and/or shift-swapping; falsifying attendance or timekeeping record; or any unacceptable pattern of absences and/or tardiness over an individual's employment history. It is important to understand that other circumstances may be considered excessive absenteeism or tardiness. Your attendance is simply one aspect of your job performance and will be considered together with your overall performance and attitude.

This Policy will be applied consistent with all applicable laws. If your absence is approved under the federal Family and Medical Leave Act of 1993 (FMLA), the Americans with Disabilities Act (ADA), Pregnant Workers Fairness Act (PWFA), or other applicable law, your absence will be considered in accordance with the requirements of such law. Please be advised that leave under the FMLA, ADA, PWFA, or other applicable law may require approval in advance and does not necessarily relieve you from your responsibilities as set forth in this Attendance and Punctuality Policy.

If you believe that an absence or tardy improperly has been considered, please utilize the County's Employee Complaint Procedure, which is contained in this Manual.

**Certification by Physician**
The County reserves the right to request a medical certificate signed by a licensed physician to verify a request for sick leave, including for any period of absence consisting of three (3) or

more consecutive workdays and to support a request for sick leave during a period when the employee is on vacation.

Typically, for pay purposes, timekeeping rounds time to the nearest quarter hour.

> For example: If the department's regular starting time is 8 a.m., and an employee clocks in between 8 a.m. and 8:07 a.m., they will be paid from 8 a.m. If the employee clocks in between 8:08 a.m. and 8:15 a.m., they will be paid from 8:15 a.m. However, employees who clock in after their shift time are still considered tardy under this Attendance and Punctuality Policy.

**Section 6.2: Workweek, Hours of Work, and Overtime**
The standard workweek is from Sunday 12 a.m. until Saturday 11:59 p.m. and generally consists of 40 work hours. Office hours are 8 a.m. to 5 p.m., with a 60-minute lunch break. Individual work schedules may vary depending on the needs of each department.

**Overtime**
When required due to the needs of the business, you may be asked to work overtime. Nonexempt employees will be paid overtime compensation at the rate of one and one-half (1.5) of their regular rate of pay for all hours worked over 40 in a single workweek. All overtime work must be pre-approved by the Supervisor.

For fire protection or law enforcement employees, the Fair Labor Standards Act (FLSA) provides those employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from seven (7) consecutive days to 28 consecutive days in length. For work periods of at least seven (7) but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. For example, fire protection personnel are due overtime pay after 106 hours worked during a 14-day work period, while law enforcement personnel must receive overtime after 86 hours worked during a 14-day work period.

For all employees, only actual hours worked count toward computing weekly overtime. Paid leave, such as holiday, paid time off (PTO), bereavement time, and jury duty, do not apply toward work time. All overtime work must be approved in advance by a Supervisor or Manager.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a workweek, the employee must utilize the County's Employee Complaint Procedure, which is contained in this Manual. In the event it is determined that an improper deduction was made or that an employee was not paid any overtime due, the County will reimburse the employee.

**Section 6.3: Time Records**
We want to be sure that you are paid fairly for all hours that you work. To accomplish this, we must have an accurate record of the time that you work. Your supervisor will explain the timekeeping system you are required to use. The important points to remember are:

1. Be sure that you clock when you start your shift.
2. Be sure you clock out at the beginning of your meal period.
3. Be sure you clock in at the end of your meal period.
4. Be sure you clock out when you stop your shift.
5. If you leave the building on non-County business, you must clock out.

Using any timecard other than your own, or tampering with a timecard in any way, will result in disciplinary action up to and including discharge. Any change to or omission from a timecard must be approved by your supervisor.

At the end of each pay period, you are required to approve your time worked and any leave hours recorded for the pay period by noting your approval on your timecard. If you believe any of the information reflected is incorrect, you must notify your Manager or Payroll immediately, and you will have the opportunity to explain the issue. By approving your timecard, you are certifying that the information you submitted is complete and accurate. You may be subject to disciplinary action up to and including termination for submitting any inaccurate information on your report.

If you are asked or instructed by anybody in the County to perform work “off the clock” (in other words, perform work without reporting it on the time system), you are directed to refuse and immediately report the situation. Finally, if you contend you have not been compensated for all hours worked, inform your Supervisor and/or Human Resources.

**Section 6.4: Payroll**
The Payroll Team works hard to ensure that each person is paid correctly. To help us, and you, please check your pay information (including your hours and benefits deductions), each pay day, to ensure you have been paid correctly and report any errors promptly.

A. Payday
   All employees are paid biweekly every other Friday. Each paycheck will include earnings for all work performed at the end of the previous payroll period.

   Hall County pays its employees using direct deposit and may in some cases, issue “live” checks (first paycheck). Employees will receive an itemized statement of wages when Hall County makes direct deposits.

B. Pay Deductions
   The law requires that Hall County make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Hall

County also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security Wage Base. Hall County matches the amount of Social Security taxes paid by each employee.

Hall County offers fringe benefits to eligible employees. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

C. Garnishments
If your wages have been garnished by a court order or other legal entity, please understand that the County is required by law to honor garnishments, including child support. Until notified by a court to stop a garnishment, or unless otherwise required by law, we will deduct from your wage's amounts ordered to be garnished and you will be notified by the governing agency when this is going to occur.

D. Payroll Advances
Payroll advances or loans on unearned wages or salaries are not provided.

**Section 6.5: Deductions from Pay and Safe Harbor Exempt Employees**
Exempt employees receive a salary and do not receive overtime pay. Please understand that an employee's salary is paid to compensate for all work of every amount and kind that the employee performs in performing the job, and that the salary does not represent compensation only for the expected, regular, scheduled, average, normal, or typical amount or kind of work done for the County. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons in compliance with the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or a change in position.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a workweek, the employee must utilize the County's Employee Complaint Procedure, which is contained in this Manual. In the event it is determined that an improper deduction was made or that an employee was not paid any overtime due, the County will reimburse the employee.

**Section 6.6: Paychecks**
Hall County's pay period for all employees is bi-weekly, on Friday. If payday falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts.

**Section 6.7: Salary Administration**
The salary administration program at Hall County was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. The County maintains a

Compensation Plan providing salary schedules for each job classification in the system Compensation for every position is determined by various factors, such as the duties and responsibilities of the job. Hall County may periodically review and restructure its salary administration program.

When authorized and in use, pay adjustments may be made based on the following: merit based on performance evaluation process, promotion, demotion, transfer, acting capacity assignment, or other circumstances. In addition, at times, employees may be eligible for supplemental pay because of the following:

A. Achieving certifications which relate to one's position from which the County derives an increased benefit;
B. Assignment on special teams such as SWAT, Dive Team or Honor Guard; and/or
C. Fluency in a language other than English for which an employee would be designated for translation services as a regular duty.

Advance review and approval are required from Human Resources.

Please understand, however, that compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the County.

A. Promotion
   Promotion is the advancement of an employee from a job within one (1) class to a job in another class having a higher salary range. Upon promotion, an employee will receive a five (5) percent increase per grade up to a 20% cap. Upon the date of promotion, an employee begins a new probationary period for that position.

B. Demotion
   A reduction of a regular position to a lesser grade. A lesser grade means a grade that is less than the one currently held. A demotion may be made for cause or may be made on a voluntary or involuntary basis. An employee who is demoted shall retain the same employment status in the lower position that he/she had in the higher, except that if the demotion is to the position from which the employee was promoted, the employment status will be that of the original position. In the event of an involuntary demotion, the Department Director must give notification to the employee being demoted of the action being taken, describe the action causing the demotion and give reason for the demotion.

   An employee who is reclassified by demotion may have his/her salary reduced in accordance with the Demotion Policy. A demotion will result in a decrease in pay of two point five (2.5) percent with a 15% cap. Exceptions to this provision may be made due to market conditions, experience levels, scope of responsibilities and comparable salaries

for those employees occupying the same or similar level position and must be approved by Human Resources.

C. Transfer
Transfer is defined as a change from one (1) position to another at the same pay grade level. The individual accepting the transfer will do so at his/her current salary. Salary adjustments for transferees may be made for the purpose of maintaining salary equity.

D. Acting Capacity and Temporary Pay
1. Acting Capacity: The employee working in an acting capacity shall be expected to fully perform all the normally assigned duties of the position on a temporary basis until the incumbent returns to their assigned position or a full-time replacement is appointed.

2. Duration of Acting Capacity Assignment: An employee required to temporarily perform in a higher-level job classification and perform the actual duties normally assigned to the duly authorized vacant position for an extended period. Acting pay assignments should generally last for no longer than 12 months, unless there are specific circumstances and should be discussed with Human Resources.

    a. Acting Capacity Pay: The amount of the temporary pay increase, if authorized, will be no less than 5% or the minimum of the salary range of the position being filled, whichever results in the higher wage. At the discretion of the Director of Human Resources, the temporary pay may be set at a higher level. Upon conclusion of the acting capacity or interim period, the employee's rate of pay will be returned to the amount prior to appointment.

    b. Authorization: A personnel action form shall be completed and approved by the Department Director on any employee placed in an acting capacity; and the same procedure shall be followed upon discontinuation of that employee's functioning in this status.

E. Compensation Plan Review
A review of the Compensation Plan for Hall County should take into consideration such factors as:

1. The competitiveness of Hall County wages versus the labor market;
2. Living costs; and
3. Others that may be relevant.

F. Final Compensation Approval Authority
Through the budgetary process, the Board of Commissioners shall have final authority in all matters concerning the Compensation Plan.

# SECTION 7:
# CONFLICTS OF INTEREST AND CONFIDENTIALITY

**Section 7.1: Conflicts of Interest**
Hall County expects all employees to conduct themselves and County business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interest.

It is important that each employee understands and accepts the following standards of conduct for which he or she will be held accountable:

- Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- Full, fair, accurate, timely and understandable disclosure in all reports or other public communications made by the County;
- Compliance with applicable laws and governmental rules and regulations;
- Prompt internal reporting of violations of this policy to an appropriate person or persons identified in this Code; and
- Accountability for adherence to this policy.

The County is committed to maintaining a business environment that is free of inappropriate or unlawful conduct. In keeping with this commitment, we will not tolerate any unethical or illegal conduct on the part of our employees, contractors, subcontractors, vendors, citizens, or agents. All persons or entities performing work on behalf of or for the benefit of the County are expected to follow the letter and spirit of all applicable laws, regulations, ordinances and accepted financial reporting standards applicable to our business.

Conflict of Interest: While employed by the County, it is your obligation to always act in the best interest of the County and not allow any personal activity to conflict with or interfere with your service to the County. As a result, any interest, relationship, or activity by an employee that does or may impair the independence of that person's judgment with respect to the best interest of the County constitutes a conflict of interest. Employees must report verbally and/or in writing all situations involving even a possible conflict to their Director and the Director of Human Resources, and avoid any attempt to judge their own case. Any doubts about outside business interests or activities should be discussed with these two authorities.

**Gifts**
You should not accept a gift from a vendor, supplier, or citizen of the County.

**Outside Employment**
Our County hopes that you will not find it necessary to seek additional outside employment. However, if you seek or accept an outside position, the role must not conflict or interfere in any way with your responsibilities within the County. While on a leave of absence, you may not

work or be gainfully employed by yourself or by another employer. If you are on a leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

**Employee Complaint Procedure**
The County will not tolerate unlawful or unethical conduct. No employee, director, or official has the authority to engage in such conduct. If you feel you have witnessed or have knowledge of the type of conduct prohibited by this policy, you must report this conduct by utilizing the County's Employee Complaint Procedure, which is contained in this Manual.

**Retaliation**
The County prohibits harassment, discrimination, unlawful treatment, or other forms of retaliation against any individual making a report of a violation of this Policy by anyone, including any employee, supervisor, coworker, contractor, subcontractor, vendor, citizen, or agent of the County. If you feel you have been subjected to retaliation for making a complaint pursuant to this policy, you must report this conduct by utilizing the County's Employee Complaint Procedure, which is contained in this Manual.

**Section 7.2: Confidential Information**
The protection of confidential business information and trade secrets is vital to the interests and success of Hall County. Employees must carefully protect and must not disclose to any third party any confidential or proprietary information belonging to the County or its citizens, unless expressly authorized or specifically required in the course of performing authorized services for the County or as required by applicable law, such as the Georgia Open Records Act.

Misuse of confidential information can include accessing information not directly relevant to your specifically assigned tasks; disclosing, discussing, and/or providing confidential information to any individual not authorized to view or access that data; and failing to properly handle, store, or dispose of confidential data. An employee is prohibited from accessing any of the County's confidential information, including over the County's networks, servers, or drives, to which the employee has not been granted access. Employees also should clearly understand that they are prohibited from accessing confidential information by exceeding any authorization they have been granted to access any part of the County's technology systems, such as networks, servers, or drives (this includes accessing any other person's computer, voicemail, files, or data without approval).

Employees with access to confidential information should ensure that any materials containing confidential information are stored safely before leaving their work areas each day and that any confidential information on your computer, tablet, or other personal mobile device shall be protected by use of a reasonable password. In the event that a personal mobile device with

confidential information on it is lost or stolen, you must report it immediately to your supervisor.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information.

Further, upon separation from employment for any reason, employees are required to return all of the County's property that is in their control or possession to the County, including, but not limited to, confidential information. This Policy specifically requires employees to return all County property (including electronically stored information) that employees may have taken outside of the office (such as to their personal residence) or transferred to or stored on non-County computers and other electronic storage devices during the course of their employment. Employees should clearly understand that, upon separation from their employment, they are without authorization to access or use any such County property, whether through a County-sponsored computer or computer network or via a non-County computer or other electronic storage device. Further, for the avoidance of doubt, this Policy also makes clear that no individual is authorized to access the County's computer/network system after they are no longer performing services for the County, unless such post-termination access is expressly authorized in writing by your supervisor or department director.

Finally, the County has no desire or intention to acquire trade secrets or confidential information belonging to other persons or entities. Accordingly, if you are aware of trade secrets or confidential information belonging to other persons or entities not affiliated with the County, you shall not use or disclose that information as a part of your performance of job duties for the County.

All inquiries from the media must be referred to the Communications Department**.**

**Section 7.3: Personal Data Changes and Employee Records**

A. Personal Data
   It is the responsibility of each employee to promptly notify Human Resources of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

B. Personnel Transactions and Records
   All appointments, separations, and other personnel transactions shall be made on Request for Personnel Action forms. Personnel files for all County employees shall be kept in Human Resources.

Human Resources shall maintain the personnel files on each County employee. Departments may prepare or maintain additional documentation regarding employees (excluding medical documentation), but all such documentation must be forwarded to Human Resources for storage in the employee's personnel file. All personnel documentation maintained by a supervisor or director should be locked in an area that is controlled and secured by the supervisor and/or director.

**Section 7.4: Access to Personnel Files and Information**

Hall County maintains a personnel file for each employee. The personnel file may include information about the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are the property of Hall County, and access to the information they contain will be administered in compliance with the Open Records Act. Employees who wish to review their own file should contact Human Resources. With reasonable advance notice, employees may review their own personnel files in Hall County's offices and in the presence of an individual appointed by Hall County to maintain the files.

A. Public Inspection of Personnel Records
   All personnel records of employees covered under these rules and all other records and material relating to the administration of the personnel system shall be considered confidential and the property of Hall County. Information obtained in the course of official duties shall not be released by any employee other than those with this responsibility as part of official duties. All requests for personnel information must be processed through Human Resources. This release of personnel records is governed under the Georgia Open Records Act. (O.C.G.A. 50-18-70).

   1. Within three (3) business days after the request is received, Human Resources will determine if the requested information can be released;

   2. Verbal requests are acceptable for any employee to see his/her own file with three (3) business days advance notice.
   3. A written request shall be provided for the purpose of reviewing any personnel records or files.

   4. Charges for documents requested through the Georgia Open Records Act will be determined at a reasonable hourly rate for staff time and copies.

   5. Items not subject to the Georgia Open Records Act. (O.C.G.A. 50-18-72(2)-(7) includes but is not limited to medical records, personal data such as social security numbers, similar files or related information.

B. Destruction of Records
Employee records shall be kept in accordance with the State of Georgia retention requirements. Such records may be kept in their original form or in any other form that Human Resources deems appropriate. Destruction of all other records, including correspondence, applications, and examinations, is governed by and will be in accordance with the Georgia Records Management Act (O.C.G.A. 50-18-90) (85)-(503).

C. Release of Application Materials and Administrative Investigations
The release of resumes and applications for employment, as well as records consisting of materials obtained in an investigation related to the suspension, firing, or investigation of a complaint against an official or employee, will be governed by the Open Records Act and other applicable laws.

D. Job References and Other Requests Relating to Employees
The County's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the County. Any request for a reference or employment history of any kind must be directed to the Director of Human Resources. For your information, the Director of Human Resources or his/her designee's response will be limited to providing dates of employment and last-held job positions (and, upon written request with authorization from the former employee, last-held pay rate).

Any other request relating to a current or former employee (including, but not limited to, a request from a government agency relating to a garnishment action or a claim for unemployment benefits compensation) must be directed to the Director of Human Resources.

**Section 7.5: Employment of Relatives and Domestic Partners**
An otherwise qualified candidate is excluded from consideration for a vacancy or transfer if a potential conflict of interest involving a relative or domestic partner would be created. The employment of relatives and partners in an organization may cause serious conflicts, perception of favoritism, and impact on employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. This policy applies to all employment (full-time, part-time, seasonal, and temporary employees). Employees are required to notify their Department Director and/or Human Resources should they become aware of any violations of this policy.

A. Definition of Relatives and Domestic Partners
Four purposes of this policy, relatives shall be defined as immediate family by blood or marriage to include spouse, parent or guardian, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, first cousin, niece, nephew, grandparent, grandchild, stepmother, stepfather, stepson, stepdaughter, stepsister, stepbrother, legally adopted parents and children, or other relative living in the employee's

household. For the purpose of this policy, a “domestic partnership” is defined as a committed relationship between two (2) individuals who are sharing a home or living arrangements.

B. Prohibited Conduct

Candidates are ineligible for employment, promotion, or transfer to a job where an employee who is a relative or domestic partner would recommend or approve hiring, termination, performance appraisals, pay changes, disciplinary actions, or promotions for the candidate. No employee may directly or indirectly supervise a relative or domestic partner. Relatives and domestic partners of Department Directors, their Deputy Directors and/or Assistant Directors, whose span of influence extends throughout the County, such as County Administration, Human Resources, MIS, Finance, Payroll, and Purchasing, shall not be considered, for any Civil Service position within the County.

The County also prohibits dating or romantic relationships between a supervisor and a subordinate who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status.

In the event a supervisor and subordinate desire to date or enter into a romantic relationship, or if a relative relationship or domestic partnership is established after employment between employees who are in a reporting situation described above, the supervisor should immediately notify the Director of Human Resources so that the County may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The County may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The County may consider the preference of the individuals involved regarding who will be transferred or reassigned to another available position or resign. The County will address these situations as confidentially and discreetly as possible. When a violation of this Policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken.

**Section 7.6: Unauthorized Recordings**

To maintain the security and confidentiality of our premises and systems, the County prohibits unauthorized photography or audio and video recording by an employee during working time. The utilization of a cell phone or any other device to make any type of unauthorized photograph, audio, or video recording is prohibited unless explicitly authorized by law. Authorization for any type of recording requires the advance written approval of your supervisor. Violation of this policy may result in discipline up to and including immediate termination. Nothing in this policy is intended to or shall preclude an employee from engaging in conduct that is protected by applicable federal or state law.

# SECTION 8:
# RISK and WORKPLACE SAFETY

**Section 8.1: Commitment to Safety**
The County is committed to safety in the workplace and safety is always a top priority. We consider the safety of our employees of paramount importance. To this end, every effort will be made to provide the safest possible work environment and conditions. We strongly believe that safety in the workplace is everyone's responsibility and is a core value that drives everything we do. We are dedicated to creating and maintaining a safe environment for our employees, citizens and the community we serve. Hall County's commitment should be reflected in every aspect of our operations.

**Section 8.2: HALL CLEAR Safety Campaign**
H**ALL** CLEAR is Hall County's safety-first initiative.

Safety is more than a set of rules; it's a collective commitment to protecting lives, preserving health, and safeguarding the environment. Our H**ALL** CLEAR Safety Campaign helps employees identify safety behaviors and includes error prevention tools that are integral to keep Hall County a safety-first organization.

Our belief is that every incident is preventable, and safety is the responsibility of everyone. H**ALL** CLEAR has been designed as an easy acronym to help everyone stay accountable for maintaining a culture of safety excellence by appropriately and promptly recognizing, addressing and reporting risk.

Whether you are a seasoned employee or a new member of Hall County, H**ALL** CLEAR is designed to provide you with the tools you need to safely and effectively navigate risk. We encourage every individual to not only familiarize themselves with H**ALL** CLEAR but also actively participate in our safety culture by utilizing the CLEAR acronym:

**C** – Communicate
**L** – Locate
**E** – Evaluate
**A** – Address
**R** – Report

**Section 8.3: Safety in the Workplace**
In addition to our H**ALL** CLEAR Campaign, Hall County provides information to employees about workplace safety and health issues through internal communication channels such as Supervisor and employee meetings, bulletin board postings, memos, or other written communications.

Employees and Supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate Supervisor. Employees who violate safety standards, such as performing work in an unsafe manner or failure to use required safety equipment, who cause hazardous or dangerous situations for employees, co-workers, or the general public, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

**Section 8.4: Substance Abuse/Drug Free Workplace**

It is Hall County's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, no employee shall work, report to work, be present on County premises or in County vehicles, or engage in County activities while under the influence of alcohol or controlled substances. The unlawful manufacture, distribution, dispensation, possession, sale, or use of alcohol or controlled substances while employed with the County is also strictly prohibited. Any violation of this Substance Abuse Policy may result in disciplinary action up to and including termination of employment. The County further reserves the right to take any and all appropriate and lawful actions necessary to enforce this Policy, including, but not limited to, the inspection of employees' personal property in certain circumstances, as well as County-issued lockers, desks, or other suspected areas of concealment.

Under the Drug Free Workplace Act, no employee shall store or allow storage of illegal drugs or alcohol or intoxicants upon any land or within any building owned, rented, leased by, or under the control of Hall County. No employee shall transport any form of an intoxicant in any County vehicle, equipment, or machine.

Legally prescribed medications/drugs may be taken during working hours but working while under the influence of prescription or over-the-counter drugs (or another substance) is not allowed to the extent that such use, influence, or presence in the body may affect the safety of employees, citizens, and/or members of the public; the employee's job performance; or the safe and efficient operations of the County. Employees must notify their supervisor or Human Resources if the use of prescribed medications/drugs may affect the safety of employees, citizens, and/or members of the public; the employee's job performance; or the safe and efficient operations of the County. Abuse of prescription medications/drugs will not be tolerated.

Employees must notify Human Resources of a violation of any criminal drug statute, including a charge, indictment, arrest, or conviction for a violation occurring in the workplace within five (5) days of the arrest or conviction.

To help ensure a safe and healthy working environment, the County may conduct pre-employment screening examinations designed to prevent the hiring of individuals for safety-sensitive job positions who use illegal drugs. The County also may conduct drug and alcohol testing if and when there is reasonable cause to suspect an employee is under the influence of drugs and/or alcohol in violation of this Policy. Additionally, the County reserves the right to conduct unannounced substance abuse tests for employees in safety-sensitive job positions to ensure compliance with this Policy, and your continued employment reflects your consent to such tests. Furthermore, the County reserves the right to conduct drug and alcohol testing of an employee who is involved in or whose conduct could have contributed to a work-related accident. The purpose of post-accident testing is to promote workplace safety and health, including to evaluate the cause of a workplace incident that harmed or could have harmed employees. Post-accident testing will not be conducted to penalize an employee for reporting a work-related injury or illness, and the County encourages such reporting. An employee's refusal to submit to testing at the time requested may result in disciplinary action, up to and including termination of employment. If, due to injuries, the employee cannot submit to testing within the prescribed time, the employee will provide the County with necessary authorization required to obtain hospital reports and other documents that would indicate the presence or non-presence of any drugs and/or alcohol in the employee's system at the time of the accident Refusal by an applicant to submit to testing may result in withdrawal of an employment offer.

The County recognizes that alcohol and drug abuse and addiction can be treatable. Employees who have drug or alcohol dependency problems, or who feel they may have such problems, are encouraged to seek assistance. The Employee Assistance Program (EAP) provides confidential counseling and referral services to employees for assistance with such issues. Additional services also may be available through the County's health insurance plan, at the employees' expense. Please contact Human Resources for information regarding these resources. We will support voluntary treatment efforts. It is the employee's responsibility, however, to pursue and complete treatment before the problems result in unsatisfactory job performance, attendance, safety concerns, or other misconduct, and before a violation of this Policy occurs. Participation in the EAP after the disciplinary process has begun does not necessarily preclude disciplinary action, up to and including termination of employment. An employee who tests positive for an illegal drug, for example, cannot immediately enter a drug treatment program to avoid the possibility of a disciplinary action or employment separation. An employee who makes a first-time voluntary report that he or she intends to seek assistance for dependency problems may be placed on a leave of absence or adjusted working schedule to allow for inpatient or outpatient treatment.

**Section 8.5: Drug and Alcohol Policy**

The purpose of this policy is to establish guidelines for maintaining a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988 and in accordance with Civil Service Rule. Hall County recognizes its obligation to employees and the public to take reasonable steps to ensure safety in the workplace and in the community. Hall County is aware that alcohol and substance abuse may have an adverse effect on safe, effective, and productive job performance. The County recognizes that employees who are impaired in their ability to

perform their jobs jeopardize the integrity of the workplace, place the public at risk, and jeopardize the County's overall mission.

A. Applicability
This drug and alcohol policy applies, in its entirety, to all Hall County employees. Employees that hold safety sensitive positions will be subjected to random drug and alcohol testing. The following positions are considered safety sensitive:

1. Paramedic and paramedic trainee
2. Positions requiring a CDL license
3. Equipment operators
4. Certified Firefighter positions, including new recruits in training
5. Positions requiring the use and possession of a firearm
6. All sworn law enforcement positions (I.e., Jailers, Animal Control Officers)
7. All certified Corrections Officers
8. All P.O.S.T. certified positions
9. Certified Communications Officers

B. Scope of Testing
Testing will include at a minimum, but not be limited to screening for marijuana, synthetic substances, cocaine, opiates, amphetamines, and phencyclidine.

The use of marijuana or cannabis oil for medicinal purposes requires a medical certification or registration card and only exempts the individual from the enforcement of criminal penalties.

The use of marijuana or cannabis oil or being under the influence of these substances in the workplace is not an accommodation under the Americans with Disabilities Act (ADA). The use of marijuana is still illegal under federal law and in Georgia and not entitled to accommodation under ADA.

C. Random Testing
All safety-sensitive employees will be subject to random drug and alcohol testing. The selection of employees shall be made by randomly generating an employee identifier from a pool of safety-sensitive employees.

1. Selections will be unannounced and spread reasonably throughout the calendar year.

2. The number of employees randomly selected for drug and alcohol testing during the calendar year shall be not less than 20% of the average number of safety-sensitive employees.

3. Safety-sensitive employees will have an equal chance of being drawn each time selections are made. Employees will remain in the pool and subject to selection, whether the employee was previously tested.

4. A safety-sensitive employee may be tested for drugs and alcohol any time the employee is on duty.

5. Upon notification of their selection, employees actively at work (not a day off or during a leave of absence) are required to proceed to the collection site immediately or as soon as possible as determined by department leadership. Specimen collection must be completed within four (4) hours from the point of notification.

6. Should a result be inconclusive (E.g. diluted) a retest will be ordered and upon notification a Supervisor will accompany the employee to the testing site.

D. Post-Accident Testing

County employees involved in a work-related incident or vehicle/equipment accident (regardless of fault) will be required to undergo drug and alcohol testing regardless of injury to the employee.

Employees will be directed by their Supervisor or Department Director to immediately proceed to the testing site for breath and urine testing.

1. Any employee who is subject to post-accident testing and fails to remain readily available for the required screening may be deemed to have refused to submit to testing. Additionally, employees who do not remain available and/or leave the scene of the accident.

2. Employees who are subject to post-accident testing and leave the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

3. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

4. Supervisors do not have discretion to waive post-accident testing. Supervisors who waive testing will be subject to disciplinary action.

E. Reasonable Suspicion Testing

Hall County employees will be subject to reasonable suspicion drug and alcohol tests when there are reasons to believe that drug or alcohol use is impacting job performance and safety. Reasonable suspicion testing can be conducted anytime the employee is on duty. Observations must be made by a Supervisor who is knowledgeable of the signs and symptoms of drug use and alcohol misuse.

1. Reasonable suspicion shall mean:
   There is objective evidence, based upon specific and contemporaneous observations of the employee's appearance, behavior, speech, and or body odor that are consistent with possible drug use and/or alcohol misuse, such as but not limited to:
   a. Slurred, fragmented, or slow speech
   b. Disoriented and/or confused
   c. Unsteady gait
   d. Dilated or pinpointed pupils
   e. Bloodshot eyes
   f. Lack of motor coordination
   g. Odor of alcohol or controlled substance
   h. Admission of employee that he or she was drinking alcohol or ingesting drugs

2. Upon determination of reasonable suspicion, the Supervisor shall:
   a. Take the employee aside to a private area, but do not leave the employee unattended.
   b. Maintain confidentiality by only discussing your suspicions with the Department Director or Manager helping you with the investigation.
   c. Express his/her observations.
   d. Require the employee to submit to a drug and alcohol test in accordance with this policy.
   e. Remove the employee from performing safety-sensitive functions pending the outcome of the test result(s).
   f. DO NOT accuse the employee of being "drunk" or "on drugs" or any similar accusations.

3. Transportation to testing site
   Hall County shall be responsible for transporting the employee to the testing site. This is to avoid placing the employee or others in a situation that might endanger the physical safety of the employee or the public.

4. Documentation
   Reasonable suspicion must be documented in writing at or near the time of observation. A written record of the observations leading to the reasonable

suspicion for drug and alcohol testing must be prepared and signed by the Supervisor making the observation.

5. Refusal of Testing
   An employee who refuses to submit to a drug or alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary actions up to and including termination.

F. Pre-Employment Testing
   All applicants being considered for employment shall be required to pass a drug and alcohol screening test prior to being hired.

   1. Refusal to Test
      a. Job Applicants: Any applicant for a job with the Hall County who refuses a drug and alcohol test shall be denied employment.

   2. The following are also considered a refusal to test the employee if they:
      a. Fail to appear for any test within a reasonable time, as determined by Hall County, after being directed to do so.
      b. Fail to remain in the testing site until the testing procedure is complete.
      c. Fail to provide a urine specimen for any drug test.
      d. In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of the procurement of a specimen.
      e. Provide a sample that does not meet the required standards.
      f. Fail to provide a sufficient amount of urine when directed, and it has been determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
      g. Fail or decline to take a second test the employer or collector has directed.
      h. Fail to undergo a medical examination or evaluation, as directed by the Medical Review Officer as part of the verification process, or as directed by the Designated Employer Representative as part of “shy bladder” procedures.
      i. Fail to cooperate with any part of the testing process (e.g. refuse to empty pockets when so directed by the collector, behave in a confrontational way that disrupts the collection process).
      j. Have a verified adulterated or substituted test result reported by the Medical Review Officer.
      k. Fail or refuse to sign required documents.

G. Test Results

An employee who refuses to submit to a drug or alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary actions up to and including termination. Probationary employees who test positive will be terminated. If an employee is allowed to return to work, he or she may be required to first complete a course of rehabilitation as prescribed by an approved counselor hired at the discretion of the County.

1. Positive Test Results

   Should an employee wish to appeal a positive test result, a second test will be performed at the expense of the employee. The retest will be conducted from the original sample and must be requested within 72 hours of notification.

2. Prescription and Legally Obtained Drugs

   An employee using prescription medication while on the job shall do so in strict accordance with medical directions. It is the employee's responsibility to notify the prescribing physician of the duties required by the employee's position and to ensure that the physician approves the use of the prescription medication while the employee is performing their duties. The employee shall be responsible for notifying his or her Supervisor of any restrictions that may affect and/or prevent the safe performance of the required duties.

   The abuse of legally prescribed drugs shall be prohibited. Any employee whose job performance or attendance deficiencies result from abuse shall be subject to disciplinary actions. If the employee's behavior and/or job performance gives rise to a reasonable suspicion that the employee is abusing prescription drugs, the employee may be required to submit to drug testing and must not be permitted to return to duty.

   Employees taking medications that are sedating in nature or modify behavior are required to inform their Supervisor of use. The Supervisor will be authorized to reassign or send home the employee so as not to place the employee, co-workers, or the public at risk.

H. Assistance and Rehabilitation

Voluntary participation in an employee assistance program (EAP) prior to an employee being requested to submit to a test is encouraged and such participation shall be kept confidential. No disciplinary action shall be implemented because an employee volunteers to participate in such a program. Employees who, prior to being requested to take a drug and/or alcohol test, voluntarily identify themselves as a drug user or alcohol abuser and obtain counseling and rehabilitation through the employee assistance program shall not be disciplined for their drug use and/or alcohol abuse if they

thereafter refrain from use. Use of a Last Chance Agreement may be utilized following treatment.

Employees who have been terminated under the provisions of this chapter shall be provided with the names, addresses, and telephone numbers of substance abuse professionals, and counseling and treatment programs that can determine what assistance, if any, the employee may need to help him or her resolve any problems associated with substance abuse. Hall County shall not be responsible for such evaluation, treatment, rehabilitation, or counseling. Hall County also has no obligation to rehire terminated employees.

I. Record Retention
Hall County will maintain records of alcohol misuse and controlled substance testing programs as required by federal rules and regulations. The records will be maintained in a secure location with controlled access.

J. Records Access
Human Resources will keep testing records. The County will not release employee information except as specifically allowed. Employees may obtain copies of any records pertaining to his/her alcohol or drug use with a written request. DOT agencies will have access to all drivers' records.

K. General
Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program (EAP). They may also wish to discuss these matters with their Supervisor or Human Resources to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if the employee agrees to abstain from usage of the problem substance; abides by all Hall County policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause Hall County any undue hardship.

Employees with questions about this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their Supervisor or Human Resources without fear of retaliation.

**Section 8.6: Smoke and Tobacco Free Workplace**
In keeping with Hall County's intent to provide a safe and healthy work environment, smoking, use of smokeless tobacco, cannabis oil, e-cigs, vapor cigarettes, hookah pipes, and any other forms of smoking are prohibited throughout the workplace including County vehicles, work areas, conference and meeting rooms, private offices, hallways, cafeterias, employee lounges, stairs, restrooms, and all other enclosed buildings and facilities. In some instances, where designated, facilities and properties may be completely smoke free.

This policy applies equally to all employees, citizens, and visitors. All smoking is confined to designated areas.

**Section 8.7: Fleet Management Policy/Driving Vehicles for County Business**
Some employees may be required to drive their personal vehicles or County vehicles as a part of their job duties. Any employees required to drive their personal vehicles or County vehicles as a part of their job duties must comply with this policy. The safety of all individuals on the roadway shall be a primary concern for all employees.

Employees who reside within the geographical boundaries of Hall County may be permitted to drive their assigned vehicle to and from work. Employees who reside outside of the geographical boundaries of Hall County (20 mile limit) will be required to complete a special permission form signed by the County Administrator, prior to being authorized to operate a County vehicle outside of such boundaries.

**Safe Driving**
In addition to following and abiding by all traffic regulations, the use of seat belts is required by the driver and passengers in any vehicle (personal, County or rental) while conducting County business. Law enforcement officials may be exempt from this policy as it relates to passengers when it is impossible to secure a passenger or as otherwise stated in the Sheriff's Office procedures.

Personnel will exercise good judgment in utilizing their assigned vehicle and shall not drive or use their vehicle to cause unfavorable comment or bring discredit upon the County.

Under no circumstances may an employee be under the influence of any substance (alcohol or drugs) which may impair their driving ability while operating a County vehicle or otherwise violate the County's Substance Abuse/Drug-Free Workplace Policy.

It shall be the sole responsibility of any employee whose job duties and responsibilities may include the operation of a motor vehicle or equipment to notify their Supervisor and/or Department Director of any changes to their ability to maintain a valid driver's license or insurance or to operate a motor vehicle or equipment. Failure to do so may result in disciplinary action, up to and including termination of employment.

An employee who receives a citation for a moving violation or DUI/DWI, whether on or off the job, must report that fact in writing to their supervisor and Human Resources within 24 hours. Similarly, any employee whose license is suspended, restricted, or revoked for any reason must also report this in writing to their supervisor and Human Resources within 24 hours. We will then review the employee's driving record and make a determination regarding continuation of employment in the employee's current position, transfer to another position that does not require driving if one is available, or separation from employment. However, if an employee fails to disclose the citation, revocation, or suspension and we later learn about it, the employee will be subject to immediate termination and will not be considered for another position.

To prevent vehicular accidents, the County prohibits the following acts while driving either County vehicles or personal vehicles while performing your job duties. This list is not intended to be an exhaustive list of actions covered by this policy, but is intended to illustrate the type of actions that employees must be aware of when they operate a vehicle while performing their job duties:

- Driving under the influence of alcohol or drugs;
- Operating any vehicle without the proper license;
- Speeding;
- Operating a vehicle carelessly, negligently, improperly, illegally, or outside recommended safety protocols;
- Driving a vehicle without using a seat belt, shoulder belt, or other safety harness;
- Operating a vehicle while eating, writing, reading, texting, or performing other functions that reduce the driver's awareness or ability to control the vehicle;
- Turning off or dismantling vehicle safety devices, such as airbags.
- Looking away or down while driving or otherwise becoming distracted while operating a vehicle;
- Passing another vehicle in a "no pass" lane or in the wrong lane;
- Tailgating another vehicle;
- Driving too fast or aggressively during poor conditions, such as rain or snow;
- Receiving a citation by law enforcement after an accident; or
- Operating a vehicle while overly tired or with an illness or condition that impairs or could impair motor skills and judgment.

**Driving County Vehicles**

Employees who are entrusted with the operation of a County vehicle in the furtherance of their duties are a direct reflection on all employees of the County. While using, operating, or riding in a County vehicle, an employee has no expectation of or the right to privacy.

While driving a County vehicle, individuals may not stop to conduct any personal business. Hall County vehicles are for business use only and should not be used for personal matters.

Employees are responsible for the appearance, cleanliness, and safe operation of a County vehicle, both interior and exterior.

Employees are responsible for ensuring the vehicle is properly serviced and maintained mechanically. Only personnel authorized by Hall County shall operate a County vehicle.
The operator of a County vehicle must be familiar with both the vehicle and its capabilities. The day-to-day condition of that vehicle is of paramount importance for safe operation, with the final responsibility for care resting on the employee who will operate the vehicle.

The proper working order of County vehicles is a fundamental principle in operating the vehicle in a safe manner. Proper working order of the following should be reported when observed to be deficient or questionable.

A. Routine and regular vehicle inspections are necessary to operate vehicles safely. Employees who operate a vehicle shall perform the following vehicle inspection procedures:

    1. Check that the tires are in good condition and properly inflated.

    2. Check that the brakes, lights, windshield wipers and washers, horn, emergency equipment, and other electrical equipment are operating correctly.

    3. Check for any damage to the exterior and interior of the vehicle.

    4. Regularly check gauges to ensure that the vehicle is operating within the proper ranges.

    5. Check the spare tire to ensure it is inflated and in safe operating condition.
    6. Check oil and water levels.

    7. Check for any mechanical defects.

    8. Check trailer connections and any load being transported on the vehicle to ensure security.

    9. Ensure in-car mobile and/or audio video recording system is functioning properly, if applicable.

These conditions, or any of the above not readily corrected, shall immediately be reported to Fleet Management on duty and a vehicle maintenance report will be filed.

B. Other Routine Inspections
    1. Authorized and/or Standard Equipment

The following equipment will be maintained (and/or authorized) by the Department for all patrol and emergency vehicles, if applicable. No equipment will be deleted, added, or deactivated by individual employees or deputies without the expressed written consent of the Fleet Manager or Sheriff.

a. Emergency lights for all marked vehicles
b. Siren
c. Mobile radio transceiver
d. Public address system - utilized to render information during natural disasters, inform crowds of police action and lawful orders, and make traffic stops with multiple occupants. The public address system will not be used in any fashion not related to police functions.
e. Fire extinguisher
f. Traffic specialists should ensure that their vehicle is equipped with the Accident Investigation Kit prescribed by the Fleet Maintenance Department.
g. All cars which will be transporting prisoners or detaining suspicious persons should be equipped with a barrier utilized to separate prisoners from officers. The rear doors and windows of these cars should be inoperable from the interior of the vehicle.
h. Accident and crime scene equipment
i. Exterior spotlight (optional)
j. Automatic Vehicle Locator (AVL)
k. In-Car Mobile and Audio Video Recording System (L3)

2. Routine Inspection by Supervisor
   Supervisors will inspect all vehicles periodically for the following:
   a. The vehicle is clean, and maintenance has been performed as scheduled.
   b. All required equipment is present.
   c. All required paperwork is present.
   d. No dangerous or unnecessary items are in the vehicle.
   e. All emergency equipment is operating correctly.

No Hall County employee shall operate a motor vehicle without completing a pre-trip and post-trip inspection.

C. Routine Maintenance
   The Hall County Fleet Maintenance Facility or local vendors with County contracts will be used for all routine maintenance. Standard lube, oil, and filter changes should be completed every 4,000 miles for service vehicles and 5,000 for all others or as directed. Other maintenance schedules should be followed as indicated in the vehicle owner's manual.

D. Repairs

If a vehicle needs repairs not considered standard maintenance, a repair request form describing the nature of the complaint shall be completed by the employee and submitted to the Fleet Management Officer. He/she will ensure the repair is completed. Employees should not operate any vehicle determined or believed to be physically unsafe.

Vehicles from the Sheriff's Office shall comply with all County vehicle policies as explained above, with the only exceptions being. Sheriff's Office vehicles shall be assigned to specific individuals to facilitate the performance of their duties.

1. The purpose of providing specific vehicles to agency employees is to enhance the overall care of the vehicles themselves. By providing some degree of ownership, the goal is to encourage proper care of County equipment and to facilitate efficient response during major incidents.
    a. Specific personnel, as determined by the Sheriff or his/her designee, are exempt from considering the need to recall them to duty status. Some examples are employees assigned to the SWAT Unit, K-9 Unit, Dive Team, and on-call Criminal Investigations personnel.

2. Employees who are assigned a vehicle will utilize this as their primary mode of transportation for duty related purposes. They shall operate the vehicle until it is no longer serviceable or until they transfer to an assignment that does not require an assigned vehicle.

3. New vehicles will be assigned according to needs, to replace a particular vehicle or based on decisions made by the Sheriff or his/her designee.

4. The individual deputy who is assigned a particular vehicle is also responsible for the upkeep and safe operation of all the equipment that comes with the vehicle.

5. Marked County vehicles will be operated only when the deputy is wearing an approved uniform. This will include carrying their County issued firearm.

**Section 8.8: Accident and/or Incident Response**

In the case of accident and/or incident involving a County vehicle or a personal vehicle driven on County business that results in personal injury or damage to County or private property, regardless of how insignificant the injury may appear, employees should immediately notify their immediate Supervisor and Human Resources. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Any accidents or damage to any vehicle shall be immediately reported to the employee's immediate Supervisor, Human Resources, and the appropriate jurisdiction authority.

A. The following steps must be taken when an accident and/or incident occurs:
    1. Call 911 and inform dispatch that you are a County employee and that you were involved in an accident.
    2. Call your immediate Supervisor and/or Department Director as soon as possible.
    3. Do not leave the scene of the accident before a County representative arrives and directs you to leave. Commercial Driver's License (CDL) drivers will not leave the scene until released by law enforcement.
    4. Do not accept or deny liability or make any statements that may imply the acceptance or denial of liability. Do not make any promises to the other party such as, "the County will take care of you." If questions arise on the scene regarding liability, refer them to Human Resources.
    5. Complete an Accident/Incident Report form fully describing how the incident happened. Use the back of the form for additional comments; be sure to list witnesses, if any. All claim documents should be forwarded to Human Resources.
    6. The employee involved may be subject to post-accident testing pursuant to the County's Substance Abuse/Drug-Free Workplace Policy, which may include being transported to the Hall County Family Health Center for a drug screen. If after hours, the employee may utilize the Emergency Room for drug screen only.

**If an employee is injured, refer to the Workers Comp Panel of Physicians for treatment options*.

B. Post-Accident Drug and Alcohol Tests:
    Post-accident drug screens and breath alcohol tests may be administered pursuant to the County's Substance Abuse/Drug-Free Workplace Policy regardless of who was at fault, or the type of vehicle driven (i.e., County vehicle or personal vehicle for County business). Your Supervisor will ensure all post-accident drug and alcohol tests are performed.
    1. CDL Drivers (operating CDL equipment at time of accident and/or incident): Supervisors will ensure CDL drivers are properly tested under the appropriate drug and alcohol testing program. (Refer to Post Accident Decision Tree flowchart)

    2. Assignment and Use of Sheriff Vehicles: The Sheriff's Office is responsible for the policy and procedures concerning Sheriff's Office fleet maintenance, accident review, and vehicle usage.

**Section 8.9: Telematics Policy**

Hall County is dedicated to the health and safety of its employees, as well as the protection of its properties, both physical and intellectual. The use of telematics for tracking County vehicles aids in achieving these important aspects of security. Hall County's Telematics Policy establishes procedures for the tracking of County owned vehicles and/or equipment that are equipped with telematic monitoring devices. Hall County utilizes both GPS and cameras as a valuable tool to promote safer driving habits and alleviate risks associated with the use of County vehicles. These devices will be used to manage County vehicles more cost efficiently and effectively while

fostering safer operating practices. Employment with the County constitutes an express awareness of and consent to such tracking/monitoring through telematics.

County vehicles are to be used as necessary to conduct business for the County and its operations. All County Policies, as well as all State, Federal, and Local Laws shall be followed during the operation of County owned vehicles. The County's commitment to highway safety, employee welfare, and public wellbeing, are driving factors for the utilization of telematic systems.

Telematic devices will be used to monitor the driving habits, behaviors, and patterns of individuals operating County vehicles. Monitoring through these devices will be used for business purposes such as managing productivity, employee safety, asset management, assisting in quick responses, routing organizational traffic, ensuring promptness, and employee performance management.

Telematic devices will be used on County vehicles and equipment as necessary and will be capable of tracking multiple metrics, including location, speed acceleration, deceleration, seatbelt usage, cellphone usage, and other distractive driving features.

Employees should report any non-working telematic device to their supervisor, department director, or the Fleet Management Department as soon as they are made aware of the non-working device.

**Section 8.10: Risk Management Committee and Safety Review Board**
Hall County has established a Risk Management Committee (RMC) to serve as the County's Safety View Committee and Accident Review Board. This committee will serve to promote safety by holding individuals responsible for their actions and recommending corrective actions, as appropriate, to Department Directors.

The RMC shall be staffed by leaders appointed by Department Directors and shall review incidents which have or may compromise the safety of Hall County employees and/or the public. The RMC shall consist of a chairperson and six (6) voting members (three (3) general government and three (3) public safety), all from different individual departments.

The Office of Risk Management shall screen pending cases to determine whether an accident and/or incident is selected to appear before the RMC. An accident or incident that is determined during the screening process to have been non-preventable will not be sent to or the subject of further action from the RMC. Where an accident and/or incident is found to be preventable, the RMC will convene, review the circumstance surrounding the accident or incident and recommend any corrective action to be taken regarding the employee. The employee will be notified of the date and time of the hearing and may appear before the RMC to make statements and answer questions regarding the accident and/or incident. The Risk Manager and staff will attend all meetings and will be able to answer any questions the Committee has regarding the claim's investigation and mitigation.

If corrective action is recommended by the RMC, the employee may appeal this decision. Appeals from decisions of the RMC must be made in writing to Human Resources within 30 days of the committee's determination.

For more information regarding the RMC, please refer to the Risk Committee Policy.

**Section 8.11: Motor Vehicle Record (MVR)**
A Motor Vehicle Report (MVR) shall be completed by Human Resources on all authorized drivers on an annual basis, unless it is deemed appropriate to be conducted on some other frequency. The report will then be reviewed to determine if the employee (or applicant in the case of new hires) has maintained an acceptable driving record.

1. MVR Acceptability
   All employees of Hall County shall be held to the same MVR standards. The MVR Acceptability Grid shall be the employer's guide to determining County vehicle privileges. County vehicle privileges may be altered based on the latest MVR and any new vehicular offenses. At any time, Hall County Administration retains the right to remove driving privileges from individual employees with or without reason.

**Section 8.12: Workers' Compensation**
Hall County provides a comprehensive Workers' Compensation Insurance Program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides 66.66% (approximately 2/3) salary replacement benefits after a consecutive seven (7) calendar day waiting period from the date of injury or, if the employee is hospitalized, immediately. During the waiting period that is unpaid, employees must substitute available Vacation, Sick, Sick Reserves, PTO, and/or PTO Additional hours. If the employee is out for more than 21 consecutive days due to the injury, the employee will be reimbursed monetarily for any loss time sustained during the waiting period.

Workers' Compensation benefits may be supplemented with available Sick Reserve, Sick, Vacation or Paid Time Off (as applicable). The total of the Workers Comp benefit and supplemented time may not exceed 100% of the employee's base pay (hourly rate multiplied by scheduled hours).

Employees are required to use the Panel of Physicians to provide the workers' compensation medical treatment. The names, addresses, and phone numbers of the panel physicians are available to each employee and are posted on official County bulletin boards. If you have any questions regarding the Panel of Physicians, or would like additional copies of this panel, you can reach out to Human Resources. Time off under worker's compensation shall run concurrently with FMLA leave for eligible employees.

An employee who suffers an injury or illness should inform their Supervisor as soon as practicable after the employee realizes that he or she has suffered the injury or illness and

provide complete information on the forms provided by Human Resources, no matter how minor an on-the-job injury may appear. All reports are to be filed with Human Resources within 24 hours of the accident and/or incident.

If the injured employee requests medical treatment, they must choose a doctor from the approved posted Workers' Compensation Panel of Physicians. Hall County shall reserve the right to refuse payment of medical services for any employee examined by a physician not listed on the approved Workers' Compensation Panel of Physicians.

Failure to report a work-related injury or illness within three (3) days of the employee realizing that he or she has suffered the injury or illness is grounds for disciplinary action. A fraudulent claim is grounds for disciplinary action up to and including termination.

Georgia's Workers' Compensation Law provides employees with certain rights and responsibilities. These can be found on Georgia's State Board of Workers' Compensation Bill of Rights for the Injured Worker (O.C.G.A. 34-9-81.1).

**Section 8.13: Workplace Violence Prevention**

Hall County is committed to preventing workplace violence and to maintaining a safe work environment. Hall County has adopted the following guidelines to deal with intimidation, harassment, or other threats of violence that may occur during business hours or on its premises.

All employees, Elected Officials, members of the public and guests, should always be treated with courtesy and respect. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others.

The County specifically prohibits the possession of weapons by any employee while on County property unless your job requires that you carry a weapon in the normal course of business. Except where permitted by law (OCGA. §16-11-135 authorizes an individual to transport a firearm in their vehicle on public or private property so long as it is secured in a locked area within the vehicle and the person is a lawful weapons carrier; OCGA. §16-11-127 contains general prohibitions on carrying weapons by a licensed holder), this ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Non-sworn employees are also prohibited from carrying a weapon while performing services within the County. Weapons include firearms, knives, propellants, explosives, and other items with the potential to inflict harm. Appropriate disciplinary action up to and including termination will be taken against any employee who violates this policy.

Examples of conduct that may be considered a threat, threatening behavior, act of violence, or related disruptive conduct prohibited by this policy include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening to harm an individual or his/her family, friends, associates, or their property.
3. The intentional destruction or threat of destruction of County property, resources, or equipment.
4. Harassing or threatening individuals through any form of verbal, written, or electronic communications.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the County.
6. Harassing surveillance of another County employee or making a credible threat with intent to place the other person in reasonable fear of his or her safety.
7. Unlawful possession of firearms, weapons, or any other dangerous devices on County property.

All threats of actual violence, both direct and indirect, should be reported as soon as possible to your immediate Supervisor or any other member of Management (emergency situations should be reported to 911). This includes threats by employees, as well as threats by citizens, vendors, inmates, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

Do not place yourself in danger. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

Anyone responsible for violence, or threats of violence, or other conduct that is in violation of this policy will be subject to disciplinary action up to and including termination of employment.

Hall County encourages employees to bring their disputes or differences with other employees to the attention of their Supervisors or Human Resources before the situation escalates into potential violence. Hall County is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

**Section 8.14: Emergency Procedures and Evacuations**
Hall County asks all employees to take responsibility for knowing the locations of alarms and emergency exits and understanding the emergency procedures so they may be able to assist themselves and other employees in an emergency.

A. Fire
   All buildings are equipped with manual pull down alarms and sprinkler systems. When pulled, the alarms will automatically signal the Fire Department.

   If the fire alarm sounds:
   1. EVACUATE THE BUILDING IMMEDIATELY in an orderly fashion through the nearest emergency exit or stairwells. Evacuation routes are posted on bulletin boards throughout the County. DO NOT USE ELEVATORS.

2. Once outside, proceed away from the building staying clear of emergency vehicles and at a distance away from the building that would reasonably be considered a safe distance.

3. If you notice an employee is missing, inform emergency personnel immediately.

4. Employees may not leave the grounds at any time during an alarm unless specifically ordered to do so by emergency personnel, or unless given permission by their leader to accurately account for all employees

5. Do not reenter the building until you are instructed to do so by emergency personnel.

B. Tornado
All buildings are equipped with designated tornado shelters. When notified of an impending tornado, all employees should proceed to the applicable location.

If you notice an employee is missing, inform emergency personnel immediately.

Employees should not leave the grounds at any time during a tornado unless specifically ordered to do so by emergency personnel, or unless given permission by their leader to accurately account for all employees.

C. Power Outage
In the event of a power outage, temporary emergency backup lights will go on in all buildings.

If you are in the elevator during a power outage, use the phone in the elevator to call for help.

D. Other Emergencies
For all other emergencies, please consult with your department's safety protocol.

E. Emergency Closures
At times, normal County operations may be interrupted because of inclement weather or other unforeseen emergencies. An interruption or suspension of normal business operations may involve closing early, delayed opening or, closing for the duration of normal business hours (Monday-Friday; 8 a.m. – 5 p.m.). The County Administrator, or their designee, shall be the individual responsible for making such a determination.

Until a determination has been made and communicated, when weather conditions make it unduly hazardous for an employee to report to their place of work or the employee arrives late or leaves early, the employee must use available vacation time or paid time off

(PTO) to cover time missed from work. If the employee does not have enough vacation time or paid time off (PTO) to cover the time missed from work, the leave will be unpaid for non-exempt employees. In the event of closing, employees shall be compensated for the number of hours equal to the amount of time that normal business operations were interrupted, suspended, or halted. Information regarding pay will be provided to the necessary individuals at the appropriate time.

When unable to report to work due to weather conditions, employees shall notify their Supervisor as soon as possible. Employees who are on approved leave or vacation at the time of the closing are not eligible for additional time off or additional pay under this policy.

Certain public safety positions require mandatory coverage because they provide a critical County service such as Fire, Sheriff's and Public Works Departments and other designated departments and individuals. The Department Manager may provide transportation to and from work to ensure proper staffing of services. Mandatory staffing may be a result of a weather or other emergency event, or subsequent work related to the event (for example, cleanup and/or debris removal).

In the event of an inclement weather event, time shall be recorded as follows on the individual timecards using the following pay codes:

1. Inclement Weather: Used for non-emergency, non-essential staff. This pay code reflects the normal work hours lost when the County ceases normal operation. This applies only to non-exempt staff who are sent home or told not to report to work due to conditions.

2. Inclement Weather Worked: Used for essential non-exempt staff who work during a weather event. The rate of pay is straight time for all hours worked and accumulates toward overtime. Additionally, essential hourly staff who work during an inclement weather event will also receive pay for inclement weather for the corresponding number of hours that the County ceased normal operations.

    a. For example: The County closes for a full business day of eight (8) hours. Essential personnel who worked during the inclement weather event will be paid for time worked PLUS the eight (8) hours of inclement weather when County operations were closed.

3. Inclement Weather – Exempt: Used for exempt staff who work during a weather event. This is used for record keeping purposes only and does not alter the salary arrangement with the employee. Exempt employees will be paid in compliance with the Fair Labor Standards Act.

4. Sleep time: At times during a declared emergency or closure, essential staff may be required, as directed by their Supervisor, to remain on site to ensure adequate staffing and functional business operations. Non-exempt, non-management salaried employees who are required to remain on site will be paid minimum wage for the time that they are sleeping and/or resting or otherwise not engaged in productive work. Any premium pay, including but not limited to Paramedic differential or Sheriff's Office Night Shift differential will not apply to Sleep Time. Supervisors are responsible for maintaining accurate records of sleep time for inclusion on the affected employee's timecard. Managers, Division Directors, Department Directors, and County Administration are not eligible for Sleep Time Pay.

5. On Call: If staff are placed on call for the possibility of being called to report to work, the On Call Pay Code shall be used to record on call hours. While on call, staff who are called into work shall use the Call Back Worked Pay Code to record hours worked. Call Back Worked hours shall accumulate toward overtime.

# SECTION 9:
# WORKPLACE CONDUCT AND EXPECTATIONS

**Section 9.1: Job Performance**

Communication between employees and Supervisors or Managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their Supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the Supervisor about job performance and expectations for the coming year.

**Section 9.2: Employee Conduct**

If department policies conflict with County policies, County policies supersede. Exceptions may apply for the Sheriff's Office, as well as Offices of Constitutional Officers and Elected Officials where County policies are not applicable.

A. Work Standards

These rules and regulations are designed to express what Hall County expects from each employee. In brief, your employer depends on you to do your best and to be on the job on a regular basis for the duration of your shift. The County, as your employer, and fellow employees expect you to be responsive and to cooperate with others in a spirit of teamwork.

All employees are expected to work in a cooperative manner with Elected Officials, Administration, Management, Supervisors, coworkers, customers, and vendors. Each

employee is expected to abide by County and/or department policies and to fully cooperate in any investigation that the County may undertake.

Violations of established work standards, depending on frequency and severity, may result in such disciplinary actions as a verbal or written reprimand, suspension, demotion, and/or termination. Work standards violations requiring Supervisor intervention and possible disciplinary action include, but are not limited to, violation of the policies outlined in this manual and:

1. Performance
Unsatisfactory job performance resulting in unacceptable work quality or production of work, inefficiency or ineffectiveness; inability to meet the standards of the position; unsatisfactory and/or unsafe work practices or procedures; lack of cooperation with instructions and/or directives from Supervisors; negligence in carrying out duties; disregard for safety or security rules; and job abandonment.

2. Personal Conduct
Examples of inappropriate conduct include, but are not limited to:

a. Insubordination
b. Conflict of interest
c. Using, selling, possessing, or reporting to work, or working under the influence of drugs, illegal substances and/or alcohol
d. Theft of property
e. Gambling or engaging in other games of lottery on County time or premises
f. Falsifying records or documents
g. Sabotage
h. Deliberate damage to County property
i. Acceptance of a bribe
j. Mishandling cash or other County property
k. False, fraudulent, or malicious statements or actions
l. Destroying, tampering, altering, defacing, vandalizing, modifying beyond the intended use of, interfering with or misuse of County property or the property of others
m. Unauthorized dealing with the media and/or press if not authorized to do so in an official capacity
n. Violation of any County policy or procedure
o. Threatened or actual physical violence, assault, fighting, violent actions, or verbal intimidation
p. Unauthorized use, disclosure, or removal of confidential information
q. Fraud or deception in the course of work
r. Commission of an act which constitutes a criminal offense, and which arises from or relates to work for the County

s. Violation of the County Code of Ethics as defined in Chapter 2.110 of the Official Code of Hall County.
t. Violations of Peace Officer Standards Training (P.O.S.T) Council Certification Requirements
u. Violations of Georgia Firefighter Standards and Training Rules and Regulations
v. Unsatisfactory work performance or failure to maintain reasonable standards of performance, production, or professionalism
w. Violations of the County's mission and objectives or those acts which might damage the reputation of Hall County
x. Failure to maintain acceptable standards of quality or quantity of work
y. Failure to follow established work methods and procedures
z. Attendance problems, including but not limited to: excessive absences or tardies, leaving work without permission, failure to return from an authorized leave of absence or vacation at the designated time, failing, or refusing, to report for overtime work when scheduled
aa. Violation of local, state or federal law, rule or regulation
bb. Conduct or language that could be interpreted as sexual, racial, religious, or other types of harassment, including but not limited to rude, discourteous, obscene, abusive, or offensive conduct toward others
cc. Failure to communicate in a timely or acceptable manner with department personnel
dd. Possession of, or storage of, inappropriate material in the workplace, County property, or any County vehicle
ee. Making direct or indirect disrespectful, rude, unprofessional, harmful, threatening, disparaging, humiliating, insulting, or degrading comments (whether verbal or written) toward others
ff. Engaging in any behavior that is disruptive, distracting, or unsettling to orderly operations
gg. Sleeping while on duty unless specifically authorized by the appropriate authority; loitering, or loafing on the job
hh. Engaging in unprofessional conduct
ii. Interfering with the job performance of fellow employees
jj. Engaging in bullying behavior, horseplay, or practical jokes that endanger or disrupt employees or County property
kk. Malicious, negligent, or intentional destruction, damage, defacement, or willful neglect of property of the County or another person or organization
ll. Failing to maintain proper grooming, dress, cleanliness, or hygiene
mm. Violation of a crime of moral turpitude, conviction of a felony or a misdemeanor that would adversely affect the performance of duties,

or any entry of a plea of no contest either of demonstrated acts that reflect a lack of judgement or breach of trust

nn. Abuse of County property
oo. Neglect of or willful carelessness of duties
pp. Intentionally withholding information from any Supervisor or Official which an employee has a reasonable responsibility to disclose
qq. Acting in, or creating, unsafe or hazardous working conditions

B. Attitude and Behavior
County employees are expected to conduct themselves in a courteous and professional manner in interactions with the public and fellow employees. Hall County expects that employees maintain 'harmonious relationships' in the workplace and uphold basic standards of 'civility.'

Hall County depends on you to do your best and to regularly be on the job. Your employer and fellow employees expect you to be responsive and cooperate with others in a spirit of teamwork and good customer service.

The County has adopted Basic Employment Standards of behavior for its employees. Every employee is expected to adhere to these Basic Employment Standards:

1. Honesty and Integrity
2. Have Regular and Prompt Attendance
3. Display a Positive Attitude
4. Be Courteous
5. Be Productive
6. Respect Yourself and Each Other
7. Be Safe
8. Work Smart
9. Be Accountable
10. Be Committed

These Basic Employment Standards will always apply to all employees. Failure to follow these standards may result in disciplinary action in accordance with established policy up to and including termination of employment.

An employee's compliance with the Basic Employment Standards will be considered during annual performance evaluations, transfers, and promotional decisions, and all other matters relating to performance and behavior issues.

C. Insubordination
Insubordination includes, but is not limited to, failure to follow lawful rules, policies, ordinances, professional practices, and willful failure to follow lawful directives by Supervisors or Management. Any employee who demonstrates unresponsiveness, either

verbal or physical, towards a Department Director or Supervisor in authority may be subject to immediate disciplinary action up to and including termination.

**Section 9.3: Outside Employment**
Employees generally are permitted to work a second job if it does not interfere with their job performance or create a conflict of interest with Hall County.

Employees with a second job are expected to work their assigned schedules with Hall County. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. In addition, employees who have accepted outside employment may not use paid sick time to work on the outside job.

County employees are strictly prohibited from pursuing outside business activity on County time. County time and/or property are not to be used for personal gain of any kind, in order to avoid any appearance of impropriety.

**Section 9.4: Dress and Appearance**
First impressions are important. Ensuring that our first impression conveys the appropriate County image is the foundation of our Dress and Appearance Policy.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Hall County presents to customers and visitors. While we respect each person's right to personal expression, the County reserves the right to expect that tattoos, body piercings and body modification do not negatively affect the County's image and reputation. As a result, staff who have any of the above may be required, in certain circumstances, to remove piercings or body modifiers and/or cover tattoos.

The County Administrator has authorized the implementation of a business casual policy for office staff of Hall County. The expectation of this policy is that each employee looks appropriate for their job and their expected duties and meetings for the day. Casual business attire encompasses many looks. However, for purposes of this policy, casual business attire means clothing that allows employees to feel comfortable at work yet is appropriate for a professional office environment. Casual business attire includes, but is not limited to:

A. Standards for Employees
   1. Pants or slacks in khaki, twill, corduroy, gabardine, wool blends, flannel, cotton, and silks
   2. Dresses and/or skirts should be no shorter than 2" above the knee
   3. Collared and non-collared shirts
   4. Casual jackets, pullover sweaters, cardigan sweaters, woven, or knit vests.
   5. Dress or casual business shoes
   6. Beards, mustaches, and other facial hair should be neatly maintained in a well-groomed manner

7. Exception: It is expected that all staff will dress appropriately for meetings that may require more professional attire including, but not limited to, meetings of the County Commission.

B. Unacceptable Attire
The following items will not be acceptable during working hours:

1. Baseball style and other non-professional hats that are not part of a uniform
2. Warm-up suits, sweatsuits, or any other workout attire
3. Shorts and cut-off shorts (unless part of uniform)
4. Spandex
5. Lounge wear or pajamas
6. T-shirts that aren't part of a uniform
7. Visible spaghetti straps, halters, or tank tops
8. Bare midriffs, sheer clothing, or clothing that is otherwise revealing, distracting, or provocative
9. Flip-flops, Crocs, bedroom shoes, slippers
10. Any clothing that is not neat, clean, and free from holes, rips, or tears
11. Blouses, dresses, or shirts that show exposed areas of the stomach, chest, sides, or back; all shirts must reach the waist and cover the shoulders
12. Jewelry that can cause a safety hazard

Special attire exceptions to the dress code policy may be allowed when the job necessitates.

The County will reasonably accommodate employees' covered disabilities and sincerely held religious practices with regard to dress and grooming in accordance with applicable law, unless such accommodation would cause the County an undue hardship. Employees desiring such an accommodation must submit a request in writing to the Human Resources Director for consideration. Appropriate documentation of the need and basis for an accommodation may be required in connection with such a request. Please see our related policy on Equal Employment Opportunity, which is contained in this Manual. Any individual believing that a reasonable accommodation relating to personal appearance has not been provided or who otherwise feels he or she has been discriminated against on account of a request for accommodation relating to personal appearance must follow the County's Employee Complaint Procedure, which is contained in this Manual.

**Section 9.5: Pets in the Workplace**
Hall County is responsible for assuring the health and safety of all employees. In keeping with this objective, employees are not permitted to bring their domesticated and/or household animals and/or pets to work or transport them in a County vehicle. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or distracted by the presence of animals. In addition, Hall County wishes to prevent pets from fouling the office space or damaging County property.

An employee who requires the help of a service animal as defined under the Americans with Disabilities Act (ADA) will be permitted to bring a service animal to the office, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the County. Accommodation related to service animals in the workplace must have prior approval by Human Resources.

A. Types of Animals

1. Service Animals.

Service animals, also known as "assistance animals," are trained to perform quantifiable tasks that directly ease the challenges associated with their owner's physical, psychiatric, sensory, and/or developmental disability. The most common types of service dogs include guide, hearing, medical alert, mobility, autism service, and psychiatric service dogs. Having a service animal provides handlers with greater independence, as well as enriched confidence to leave their home, foster social relationships, and enter or re-enter the workforce. The Americans with Disabilities Act (ADA) protects the rights of people with disabilities to bring their service dogs with them to most public places. Currently, there are no nationally or legally recognized service animal training, certification, or identification standards, and both professional trainers and/or organizations and laypersons may train and provide service animals. At a minimum, service animals should be individually trained in essential tasks that a person could not otherwise perform due to his/her disability (such as alerting a person with epilepsy when he/she shows signs of an impending seizure).

Additionally, service animals should be well-behaved and under control in the community. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents them from using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls. Service animals are allowed to accompany people with disabilities in all areas of campus where the public is normally allowed to go.

2. Certified Working Animals.

Certified working animals, such as law enforcement canines, are intended to be included in this policy. K9s must be well behaved and under control in the community. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents them from using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

3. Emotional Support Animals.

Emotional support animals are companion animals who help their owners cope with the challenges associated with emotional and mental health conditions (such as depression and anxiety) by providing comfort with their presence. Unlike service and therapy animals, emotional support animals are not expected to perform specific tasks related to

their owner's condition, nor must they adhere to any behavior standards or training. Their presence alone is what is thought to provide their owner with solace and therapeutic benefit. Emotional support animals are not allowed in public places or in Hall County government buildings.

4. Therapy Animals.
Therapy animals together with their owners are certified or registered to visit hospitals, long-term care facilities, treatment centers, schools, and other settings to benefit people in need. While typically trained in basic obedience skills, therapy dogs (or "comfort dogs") are not required to perform essential tasks for those they serve or specialize in any area of service. Therapy animals do not have public access rights under the ADA and are only allowed in facilities by an invitation agreement. Additionally, they serve people other than their owners (also known as handlers), and their role is often to complement more traditional modes of treatment or therapy through comforting, supportive, calming, and engaging interactions. This is frequently done through the work of volunteer therapy dog- handler teams, but professionals (such as psychotherapists and social workers) may also incorporate a therapy animal into their practice with clients. While many types of animals can be therapy animals (such as horses and cats), dogs are by far the most common species, and any canine breed is eligible. Therapy dogs are not allowed in public places or in Hall County government buildings.

**Section 9.6: Visitors and Children in the Workplace**
Maintaining the safety and health of Hall County employees, staff, guests, and visitors relies upon the control of hazardous conditions and prevention of unsafe behaviors. Bringing children into the workplace in lieu of childcare and/or school is prohibited.

This policy is established to avoid disruptions in job duties of the employee and co-workers, reduce property liability, and help maintain a professional work environment. Any exception, limited to emergency situations only, to this policy must be reviewed and approved by Human Resources in advance.

**Section 9.7: Bulletin Boards**
Departments will implement an employee bulletin board or bulletin area. It should be accessible to all employees within the department. Departments working out of several areas are encouraged to construct multiple bulletin boards and/or areas to ensure dissemination of employee information. The bulletin board and/or area will be divided into two (2) sections:

A. Permanent Items: Required posting under Federal and State Law. Examples include, but are not limited to notices of rights under the Fair Labor Standards Act; the Americans with Disabilities Act; Workers Compensation Panel of Physicians and Employee's Bill of Rights; and County or Department policies
B. Temporary Items: Safety reminders and department announcements

All bulletin boards will be kept in a neat and orderly appearance.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act (NLRA) to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

**Section 9.8: Solicitation**

Solicitation generally refers to the act of requesting or seeking to obtain something from someone. Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. To protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on working time. "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after a shift. To ensure a productive and harmonious work environment, people not employed by Hall County may not solicit or distribute literature in the workplace at any time for any purpose.

As a representative of Hall County, it is important for all employees to remain impartial towards outside causes; therefore, employees are:

A. Prohibited from soliciting funds for any purpose from the public or from other County employees while on duty or during work hours, except such charitable causes as are approved in advance by the County Administrator or authorized Elected Official.
B. Employees are also prohibited from soliciting funds from the public at any time while wearing a County uniform except such causes specifically approved in advance by the County Administrator or authorized Elected Official.
C. Employees may not engage in the solicitation or distribution of handbills in the workplace

**Section 9.9: Disciplinary Procedure**

This disciplinary policy is intended to provide general guidance regarding the types of conduct that may lead to disciplinary action. It outlines examples of behavior that may be considered inappropriate or inconsistent with the expectations of the Couty. However, because it is not possible to anticipate every situation that may arise, this policy does not—and cannot—address every form of conduct or circumstance that may result in discipline.

Nothing in this policy should be construed as creating a promise or guarantee of progressive discipline. The County retains full discretion to determine what constitutes inappropriate conduct and to decide, in its sole judgment, the appropriate disciplinary response under the circumstances. Disciplinary measures may vary depending on the nature and severity of the issue and are not required to follow any specific order or sequence.

A. Standards Of Conduct
   The level of discipline used, such as reprimand, suspension, or termination, will be determined by the County in its sole judgment based on the circumstances, including, for instance, the frequency and/or severity of the violation and other circumstances and instances in the employee's record.

Examples of misconduct or inappropriate behavior that may result in disciplinary action include, but are not limited to, the following:

1. Falsification of documents, including but not limited to providing false or misleading information to take advantage of County benefits or procedures or to gain employment, or other similar conduct.
2. Violence or threat of violence, including but not limited to conduct that causes or could cause a reasonable person to fear physical harm or damage to property, or other similar conduct.
3. Conduct that poses a serious risk of harm to people or resources.
4. Violation of County policies against discrimination, sexual harassment, or retaliation.
5. Use, being under the influence or possession of alcohol or drugs in violation of the County's related policies; or illegal use of drugs and/or being under the influence of illegal drugs while on County property, using County equipment, or when engaged in County business and when such conduct poses a serious threat of harm to people, property, and/or resources of the County.
6. Drug diversion or other similar conduct.
7. Any conduct that threatens safety and/or welfare of others.
8. Theft including but not limited to theft of services or resources; theft or unauthorized possession or use of County property, theft of time (falsifying time to receive pay for time not worked), or other similar conduct.
9. An arrest, conviction of, a plea in abeyance (until expunged), or a plea of guilty or no contest to any crime that adversely impacts the County or disqualifies an employee from performing their job.
10. Unauthorized and intentional access to or disclosure of confidential, proprietary, privileged, or controlled information or records, or any similar conduct.
11. Violation of applicable statutory requirements, policies, or procedures that protect the environment and the health and safety of others, or any similar conduct.
12. Intentionally using position and/or affiliation with the County for personal gain or in a manner that brings disrepute to the institution or otherwise adversely impacts the course of business and/or operations of the County.

These examples are not all-inclusive. Because this list does not cover every action for which you may be disciplined, you are also expected to use common sense and conduct yourself in a reasonable and professional manner. We emphasize that discipline and discharge decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the employee's work record, as determined by the County.

B. Suspension from Duty with Pay and Without Prejudice
   A Department Director may, in his or her discretion, suspend an employee with pay and without prejudice, pending an investigation into inappropriate behavior, misconduct, or

other circumstances that may warrant disciplinary action. The Department Director should confer with Human Resources before action is taken, if possible, but in all cases will notify Human Resources as soon as possible.

All Civil Service employees being suspended will be provided with a written notice of suspension and shall be advised of their right of appeal by their Supervisor.

C. Potential Forms of Disciplinary Action
The following are descriptions of types of disciplinary action that may be imposed by the County in its discretion. However, it is not intended to be an exhaustive list, and the County retains discretion to choose the appropriate form(s) of discipline in any particular circumstance.

1. Verbal Warning
When a verbal is given then, as a best practice, the Supervisor should document when a verbal warning has occurred. Documentation should include an explanation of the infraction or performance problem, other counseling measures that have previously been attempted, and details of the verbal warning. The Supervisor should provide a signed copy to Human Resources and maintain a copy of the verbal warning.

2. Written Warning
When a written warning is given, the Supervisor should provide the employee with a written warning which outlines the infraction or performance problem, previously attempted corrective measures, and a description of corrective measures that should be taken to address the issue. The Supervisor should provide a signed copy to Human Resources and maintain a copy of the written warning and maintain accurate documentation supporting this step of the disciplinary process.

3. Suspension
Suspension is an unpaid action. Employees may not substitute vacation or sick pay in lieu of the lost regular pay due to the suspension. Additionally, an employee who is suspended may not work in any capacity for Hall County during the suspension period. The Supervisor should consult with Human Resources in determining the necessity, and length of time of the suspension.

For employees under Civil Service the following additional steps will be taken for Suspension:

a. Pre-suspension Procedure:
    i. Determine reason for suspension
    ii. Review previous documentation including counseling and warning statements.
    iii. Review with Department Director and Human Resources
    iv. Provide pre-suspension notice to employee

v. Employees are given an opportunity to respond to Supervisor's reasons for suspension prior to being suspended.

b. Suspension Procedure:
    i. Provide suspension notice to employee
    ii. Advise employee of appeal rights.

4. Termination
When an employee is terminated, the Department Director will give notice in writing to the employee stating the cause(s) for dismissal. Prior to dismissal, the employee will be advised in writing of the County's intention to terminate employment and for what reasons.

For employees under Civil Service the following additional steps will be taken for Termination:

a. Pre-termination Procedure:
    i. Determine reason for termination
    ii. Review previous documentation including counseling, warnings, and suspensions
    iii. Review with Department Director and the Department of Human Resources
    iv. Provide pre-termination notice to employee
    v. Employees are given an opportunity to respond to Supervisor's reasons for termination prior to being discharged.

b. Termination Procedure:
    i. Provide termination notice to employee.
    ii. Advise employee of appeal rights.

Some offenses may be so egregious that the formal steps of progressive discipline may be negated in lieu of immediate dismissal.

**Section 9.10: Internal Administrative Investigations**

At times, it may be necessary for a department or Human Resources to conduct an internal administrative investigation to ascertain whether misconduct has occurred, and to determine if disciplinary action is warranted, to resolve issues between employees, for policy violation or complaints.

**Section 9.11: Workplace Searches**

The County reserves the right to search an employee's possessions kept in County offices, vehicles, desks, or lockers for appropriate reasons. Employees shall have no right of privacy and should have no expectation of privacy with respect to County facilities, equipment, e-mails, and other communications, including any electronic data or communication of any kind transmitted

through or using any County network, computer, telephone, cell phone, or other electronic device. Reasons may include, but are not limited to, searches for:

A. County documents
B. Missing or stolen articles
C. Alcohol or drugs
D. Firearms or weapons

A Department Director, the County Administrator, the Assistant County Administrator, or designee may approve such a search when reasonable suspicion or investigatory procedure warrants.

It is the intent of Hall County to assign personal workspace to each of its employees. Employees are permitted to bring items of a personal nature to be left in their workspace provided the items do not interfere with the employee's work performance or do not create a hostile or offensive work environment for other employees.
The workspace of employees remains the property of Hall County and therefore is subject to search by Human Resources, Officers, and leaders of the County if a reasonable cause exists to do so. The search will be conducted with the employees and a member of Human Resources present. Hall County will make its searches for workspaces non-discriminatory and as non-intrusive as possible. Reasonable cause includes but is not limited to suspicion of misuse of drugs or alcohol, weapons, theft, safety violations, other inappropriate materials, or any other bona fide business reasons.

Employees are expected to cooperate with property searches. If an employee refuses to cooperate, that employee will be subject to disciplinary action, up to and including termination.

# SECTION 10:
# COMMUNICATIONS

**Section 10.1: Social Media Policy**

In general, the County views social networking websites (e.g., Facebook, X, Instagram), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the County and employees alike. Therefore, the County has created this policy to establish its expectations for employee use of these types of websites.

A. Applicability

This policy is meant to apply to social networking sites, personal websites, blogs, photo sharing sites, video sharing sites, podcasts, as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all of these types of websites generically as "social media websites." The absence of an explicit reference to a specific website is not meant to limit the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. You should consult with your manager or supervisor if you are uncertain about any of your activities on a social media website.

B. No Interference with Job Duties

The County's Internet and computer resources are provided to employees to allow them to complete their job duties and should be used for business purposes only. As such, the County does not allow personal use of social media websites during work time.

C. Limits on Privacy and Speech

No user shall have any expectation of privacy in any message, file, image, or data that has been created, sent, retrieved, received, or posted utilizing County electronic communications tools and/or devices. All messages, files, images, and data that have been created, sent, or retrieved over the internet or by any user in the transaction of public business are subject to the Georgia Open Records Act unless specifically exempted from disclosure under the law. The County has a right to monitor all aspects of its information infrastructure, including but not limited to:

1. Social media visited by users
2. Material downloaded or uploaded by users
3. Posts or blog entries by users
4. Photo sharing or video sharing files downloaded or uploaded by users
5. Emails sent or received by users

Such monitoring of County equipment may occur at any time, without notice, and without the user's permission. In addition, except for exemptions under the Georgia Open Records Act, electronic records, including any message, file, image, or data that

has been created, sent, retrieved, received, or posted utilizing Hall County electronic communication tools and/or devices, may be subject to Open Records Requests and therefore, it may be available for public dissemination.

Employees should not assume or pretend to assume the role of official spokesperson for the County, their department, or division, unless authorized to do so as provided in this Manual.

Hall County accounts should not share content from other entities, businesses, or private citizens unless said content directly involves Hall County and brings value to Hall County's message. Hall County accounts should not "like" or "favorite" citizen comments or posts or post anything that could be construed as political endorsement of candidates, ballot issues, current events, or sensitive information. Hall County accounts should not share content from other entities containing advertising, solicitation, links to other sites, or fundraising content.

D. Responsibilities

It is the responsibility of the Communications Department to act as the County's official spokesperson and maintain the County's official web presence via social media, networking, and the internet.

It is the responsibility of the Management Information Systems (MIS) Department to administer security and monitor measures that support this policy.

It is the responsibility of County departments and employees who engage in social media and networking in an official capacity for their department or division to coordinate this activity with the Communications Department and MIS.

The responsibility for assuring complete compliance with the provisions of this policy lies with the Department Director, Supervisors, and the individual employee involved.

It is the responsibility of social media users and those engaged in social networking to stay informed regarding County policies related to this activity.

E. Requirements for County-Sponsored Social Media

County employees wanting to create and maintain department specific social media platforms separate from the County's main page must obtain approval from the Department Director, the Communications Manager and the County Administrator. Departments must provide specific reasons for the need to have separate social media applications and how those social media applications will be maintained and monitored. If approved, the Department Director and Communications Manager will periodically review each application. Those that do not meet the County's intended goals and objectives may be removed at any time.

Departmental social media pages must provide administrative access to the pages to the County Communications Department, including the Communications and Strategic Engagement Manager, Public Information Officer, and Digital Media Specialist.

All Hall County related social media sites must adhere to all applicable federal, state, and local laws, regulations, and policies, including all MIS and County Records Management policies and other applicable County policies.

The Georgia Open Records Act and First Amendment laws and policies apply to social media content, and therefore, content must be able to be managed, stored, and retrieved to comply with these laws.

Each County social media site must identify the County name, state, and department. Where possible, department social networking sites should link back to the official Hall County website for forms, documents, and other information.

The Department Director, Division Director, or designee are responsible for the management, posting, and monitoring the specific department's public social media presence.

F. Operation of County-Sponsored Social Media

Employees representing Hall County via its social media platforms should conduct themselves as representatives of the County and in accordance with Human Resources policies. Any employee maintaining or posting on County social media sites must adhere to the following guidelines:

1. Refrain from conducting political activities or private business from County social media platforms.
2. Refrain from making statements or posts about current or pending County investigations and transmitting or otherwise disseminating confidential information.
3. Refrain from "liking" and/or engaging with commenters in a way that could be construed as favoritism on behalf of the County.

The purpose of using social media platforms is to provide news and information on County services, County business, or County sponsored or produced events and to use the public forums for community outreach and engagement. Examples of how County social media platforms are to be used include, but are not limited to:

1. Road closures
2. Public safety and weather emergencies
3. Community development
4. Community services
5. Employee recruitment

G. Personal Use Outside of Work

Employees may use social media websites during their personal time outside of work. Employees must be aware, however, that information they display on the Internet not only reflects on themselves but could be associated with the County as well. Therefore, employees are expected to follow these guidelines when using any social media website:

1. No employee may use his or her work email address to register on any social media website for personal use.
2. Any social media posting by an employee must be consistent with the County's policies including, but not limited to, the County's EEO policy against harassment and discrimination, as well as the County's policies regarding confidentiality of information. Inappropriate postings may include discriminatory remarks, harassment, threats of violence, intimidation, bullying, defamatory statements, false statements, disclosure of confidential information not otherwise subject to disclosure to the public by law, and similar inappropriate or unlawful conduct.
3. If an employee identifies himself as an employee of the County, or if the County is referred to in or is the subject of a social media posting, the employee must be clear and open about the fact that all opinions or views expressed are those of the employee and not the County. (For example: "The views and comments stated herein are personal and do not necessarily reflect the views of my employer.")
4. An employee must be honest and accurate when posting information or news and if a mistake is made, the employee must promptly correct it. An employee may not post any information or rumors that he knows to be false about the County, its clients or customers, or people working on behalf of the County.
5. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
6. Employees are always expected to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed.
7. The County encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page or social networking site can be relayed and often misunderstood by the reader. Employees must use their best judgment and also comply with the policies set forth in this Manual.

H. Other County Policies

All other policies in this Handbook apply with equal force to employee use of social media websites. Employees are expected to follow the County's Equal Opportunity and Commitment to Diversity policy contained in this Manual when participating in social media websites. The County considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, including that the County's Equal Opportunity and Commitment to Diversity policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

I. Business-Related Social Media Use

An employee is not permitted to visit social media websites during work hours, unless specifically authorized to do so for business-related purposes, either: (1) by virtue of the employee's job duties; or (2) with express authorization as specified below. Those employees who do have authorization and post messages on County websites or social media accounts should understand that they are posting on behalf of the County and must adhere to the County's professional standards, values, policies, and applicable laws at all times.

Employees who have job responsibilities that include posting information to County-maintained websites or social media accounts understand and agree that the content and followers of the blog or other website belong exclusively to the County and that, upon request, the employee must provide the County with any information necessary to log in to the website or social media account. No employee may create an official County account or change a password, as this is solely the responsibility of the County's IT department. Further, employees must comply with all copyright, trademark, and other applicable laws when posting material to a County website or social medial website.

Employees who do not have job responsibilities that include the posting of information to County-maintained websites and/or social media accounts on behalf of the County or in a manner that could reasonably be attributed to the County must obtain express written authorization from the County Administrator before posting any material to a County website or social media website.

All employees authorized to post on the County social media accounts should identify themselves and their affiliation with the County. Any content posted should be current and accurate. If you do make an error, take responsibility for it and correct it quickly. Do not post any information that is obscene, defamatory, libelous, threatening, harassing, or intimidating to another person or entity. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of any characteristic protected by law or County policy.

J. Employment Representations

Following the end of your employment relationship with the County, you must take prompt affirmative steps to ensure that no social media website represents you to be a current employee of the County.

K. Disciplinary Action

While the County respects the right of employees to use social media websites, it has established this policy for the benefit and protection of the County and its employees. Any employee witnessing or who believes a violation of this policy has

occurred must utilize the County's Complaint Procedure, which is contained in this Manual. The County takes the expectations explained above very seriously. As such, employees are advised that violating this policy may result in disciplinary action, up to and including termination.

**Section 10.2: Hall County Branding Policy**

The purpose of this policy is to ensure any item with the Hall County brand or logo is in adherence with Hall County's Brand Identity Standards.

A. Brand Standards as Part of the Bid Process

Hall County's Brand Identity Standards, which can be found in the Inform Library, should be included in the bid process for any item that would ultimately display Hall County's logo or brand, including, but not limited to, uniform bids and bids for promotional items. Constitutional offices that have their own brand identity (i.e., Sheriff's Office, Fire Rescue Department, and/or Tax Commissioner) are exempt from this policy.

Furthermore, any item ordered by an employee, division, or department of Hall County that includes the Hall County logo and/or brand must be ordered utilizing vendors already contracted for such uses by Hall County's Purchasing Department.

Should an item with the Hall County logo and/or brand fall beneath the threshold by which any type of bid process is necessary, the item's design should still be approved by the Hall County Communications Department prior to its order.

Printed logo and/or branding:

1. A standard template for printed items (business cards, letterheads, envelopes, etc.) must be adhered to, as exemplified on page 11 of Hall County's Brand Identity Standards. Specific guidelines as to when to include the Hall County tagline on printed items must be followed as outlined on page 10 of the Brand Identity Standards.
2. Any deviation from Hall County's Brand Identity Standards must be approved by the Hall County Communications Department.
3. Furthermore, any printed item, including the Hall County logo and/or brand that is not already templated with a vendor through Hall County's Purchasing Department, must be approved by the Communications Department prior to its order.
4. Any item currently not adhering to Hall County's Branding Identity Standards, such as uniforms, business cards, letterheads, etc., should be phased out through attrition or by the end of the current fiscal year, whichever occurs first.
5. In regard to uniforms, embroidery for the logo is preferred; however, in order to reduce costs, the logo may be affixed to uniforms by heat seal or screenprint. It is

recommended that management level uniforms be embroidered as appropriate in relation to the Manager's specific job duties and the wear that may be incurred on the uniform as a result of their job duties.

B. Hall County Vehicle Signage Standards

To ensure that institutional vehicle identification is clear and consistent, uniform guidelines for vehicles have been established. The only vehicles that are exempt from displaying the Hall County logo are those in Fire Rescue, Sheriff's Department, and Correctional Institution; however, vehicles in those three (3) departments must be clearly marked using the same design, colors, and logos of their respective departments (for example, fire vehicles should contain the HCFR emblem with red and black markings and text if needed). Any others seeking a variation from these standards must receive written approval from Hall County Administration via the Communications Department.

Any vehicle that is required to be unmarked for any reason must also receive written approval from Hall County Administration with the exception of Hall County Sheriff's Office vehicles, which may be approved by the Sheriff.

All County vehicles will have the official County logo displayed on both the driver and passenger side doors, centered—vertically and horizontally- on each door. Some adjustments to the placement of the logo may be required to accommodate different vehicle makes and models.

The logo featuring the lettering "Georgia" will be replaced with the name of each specific department unless a vehicle is shared by multiple departments. In that case, the lettering "Georgia" will remain.

Below is an example of the specifications for the County vehicle decal.

All white County vehicles should be branded with the multi-colored logo. Any other colored vehicle should have a white version of the County logo and corresponding text.

County vehicles purchased with Special Purpose Local Option Sales Tax (SPLOST) funds may also be required to display a SPLOST decal (to be received and applied by Fleet Maintenance) on their exterior to highlight the SPLOST program. These should typically be placed on the back corner of each vehicle.

Other items of note:

1. Vehicles requiring "Sworn Police Officer" text or any other additional lettering must receive approval from Fleet Maintenance. Such text should appear in the same font and/or size as the text in the County logo.

2. All vehicles must contain their County vehicle ID number, which will be designed using the same font as the text in the Hall County logo.

3. Flashing lights inside or outside of vehicles are only permissible by approval from Fleet Maintenance.

4. Hall County machinery (excavators, skid steers, etc.) will continue to use the round white logo stickers currently in existence with the newest version of the Hall County logo—*not* the old green sticker featuring the State of Georgia emblem.

5. Any County employee who removes any element of the fleet maintenance logos and/or identifiable branding and/or license plate markings may be subject to disciplinary action.

For more information regarding vehicle decals and their installation, contact the County's Fleet Maintenance Department at 770-531-7082 or the Communications Department at 770-533-7858.

**Section 10.3: Open Records Law**

Per the Hall County Board of Commissioners' Resolution effective January 1, 2019, the Directors of the following Agencies and/or Departments, or their designee, are hereby designated as the County's Records Officers for the purposes of handling requests for records over which their respective Agencies and/or Departments have custody and control: Animal Services, Board of County Commissioners, Department of Corrections and Maintenance, Courts, E-911, Elections, Environmental Health, Financial Services, Fire Rescue Services, Human Resources, Parks and Leisure, Public Works and Utilities, Planning and Development, Sheriff's Office, Tax Assessor, and Tax Commissioner. Open Records Requests to Hall County shall be made upon the Records Officer(s) responsible for the particular subject matter of the request.

No records shall be released by the County regarding pending investigations or prosecutions of criminal activity without proper notification and approval of the District Attorney (or Solicitor where the case is in State Court.)

County employees, by virtue of their position, may at times have access to or knowledge of confidential or privileged information. Employees are prohibited from unauthorized disclosure or release of confidential information they have learned as a result of their position, without specific approval of their Department Director or the County Administrator. Should an employee receive an Open Records Request, the request should be forwarded to the Department Director or designated appointee, by the end of the business day.

Noncompliance with the confidentiality obligation is grounds for disciplinary action, up to and including termination. This policy is not intended to preclude employees from discussing the terms and conditions of their employment.

# SECTION 11:
# INFORMATION TECHNOLOGY (IT) POLICIES and GUIDELINES

**Section 11.1: Technology Use and Security**

This policy establishes standards for the acceptable and secure use of technology systems, networks, and data by employees, contractors, and other authorized users of the County. It is designed to protect the integrity, confidentiality, and availability of County systems and data, ensure compliance with applicable laws and regulations, and promote responsible and professional use of County technology resources.

A. Scope
   This policy applies to all employees, elected officials, contractors, consultants, temporary workers, and any other individuals who access or use County technology resources, whether on-site or remotely.

B. Acceptable Use
   Technology resources provided by the County, including but not limited to computers, mobile devices, software, email, internet access, and network infrastructure, are to be used primarily for official County business. Acceptable uses include:
   - Performing job-related duties and responsibilities;
   - Communicating with other government entities and the public in furtherance of County business;
   - Accessing systems and data necessary to perform assigned tasks;
   - Participating in authorized training or professional development activities;
   - Incidental personal use is permitted if it does not interfere with official duties, incur additional costs to the County, or violate any part of this policy.

C. Prohibited Use

Users of County technology resources are strictly prohibited from engaging in the following activities:

- Accessing, creating, transmitting, or storing illegal, obscene, harassing, discriminatory, or otherwise inappropriate material;
- Using County resources for political campaigning, private business activities, or personal financial gain;
- Installing unauthorized hardware or software;
- Circumventing security controls, including attempting to gain unauthorized access to systems or data;
- Sharing login credentials or allowing unauthorized individuals to access County systems;
- Engaging in phishing, hacking, or other malicious activity;
- Using County email or internet services to engage in personal solicitation or mass mailings not related to County business;
- Storing County data on unauthorized cloud services or personal devices unless explicitly permitted.

D. Security Safeguards

To maintain the security and integrity of County systems and information, all users are required to:

- Use complex passwords and update them regularly in accordance with County guidelines;
- Lock screens or log off when leaving workstations unattended;
- Report lost or stolen devices immediately to the IT Department;
- Not download files or click on links from unknown or suspicious sources;
- Keep software and systems updated as directed by the IT Department;
- Store sensitive or confidential data only in authorized locations;
- Use encryption and secure connections (e.g., VPN) when accessing systems remotely;
- Participate in regular cybersecurity awareness training, as required.

E. Compliance and Enforcement

All users are expected to comply with this policy and applicable federal, state, and local laws and regulations, including but not limited to public records laws, and data privacy laws.

Violations of this policy may result in disciplinary action, up to and including termination of employment, revocation of access privileges, legal action, and/or referral to appropriate law enforcement authorities.

The County reserves the right to monitor, audit, and review the use of its technology resources to ensure compliance with this policy. Users should have no expectation of privacy when using County systems, devices, or networks.

**Section 11.2: Mandatory Cybersecurity Training**

All employees are required to complete each assigned cybersecurity training session. These sessions are provided regularly to ensure employees stay informed about current cybersecurity threats and best practices. Completion of assigned training is mandatory to maintain access to county systems.

Failure to complete cybersecurity training may result in the loss of network and system access. Repeated noncompliance may lead to disciplinary action, up to and including termination.

**Section 11.3: Physical Security of IT Resources**

A. Employees must take precautions to prevent theft or unauthorized access to County-owned technology.
B. Laptops and mobile devices must be secured when not in use, and employees should use locking mechanisms where available.
C. Computer screens should be positioned to prevent unauthorized viewing of sensitive information.
D. Unauthorized removal of County IT equipment from premises is prohibited.

**Section 11.4: Copyrights and Software License Agreements**

A. Employees must comply with the Federal Copyright Act and all software license agreements.
B. Unauthorized duplication of software is prohibited and may subject employees and the County to legal penalties.
C. All software installations must be approved and performed by MIS to ensure compliance with licensing and security requirements.

**Section 11.5: Email and Electronic Communications**

A. The County email system is for business purposes only. Employees should maintain professionalism in all email communications.
B. Employees have no expectation of privacy when using County email; all emails are subject to monitoring and Open Records Requests.
C. Auto forwarding of County emails to external accounts is prohibited.
D. Employees must not use personal email accounts (e.g., Gmail, Yahoo) for County business.
E. Users must be cautious about merging personal and work email accounts on their devices. They must take particular care to ensure that Hall County data is only sent through the Hall County email system. If a user suspects that Hall County data has been sent from a personal email account, either in the body text or as an attachment, they must notify the Hall County MIS Department immediately.

**Section 11.6: Access Codes and Passwords**

A. Employees must use strong passwords and enable multi-factor authentication (MFA) where required.
B. Supervisors must notify the MIS Helpdesk immediately whenever an employee leaves the County or transfers to another department so that access can be revoked.
C. Employees must not share passwords or store them outside of an MIS-approved encrypted password manager.
D. MIS conducts periodic access reviews to ensure proper authorization.

**Section 11.7: IT Support and Work Orders**

A. All IT support requests must be submitted through the Hall County MIS Helpdesk.
B. Employees must include clear details when requesting support and respond to follow-up questions.

**Section 11.8: Technology Equipment and Procurement**

A. All IT hardware and software purchases must be approved by the MIS Department.
B. Employees are prohibited from purchasing or installing software without MIS approval.
C. County technology resources including, but not limited to desktops, laptops, mobile devices, internet, and email, must be used for official business only.
D. Lost or stolen devices must be reported to the employee's supervisor and MIS immediately.

**Section 11.9: Remote Access and Security**

A. Employees must use only MIS-approved remote access tools to connect to County systems.
B. Public Wi-Fi networks are not to be used.
C. Employees working remotely must follow all cybersecurity guidelines and protect County issued devices from unauthorized access.
D. Personally owned computer systems must not be used to remotely connect to the Hall County network.

**Section 11.10: Data Protection and Confidentiality**

A. Sensitive or confidential information must be stored on County-approved systems, not on local hard drives or removable media.
B. Removable media (e.g., USB drives) must be County-issued and used only for business purposes. Removable media must not be used for backups or to store sensitive or confidential information.
C. Employees must comply with data retention and disposal policies to protect County records and sensitive data.
D. Employees must take caution to ensure that sensitive or confidential information is not included in any video recordings, photography, or other media content.

**Section 11.11 Artificial Intelligence (AI)**

I. Summary

This document outlines the security protocols and acceptable use guidelines for artificial intelligence (AI) tools within Hall County Government. The use of AI technologies introduces risk to the safety, privacy, and intellectual property of the County. These tools must be used responsibly and in compliance with cybersecurity, data privacy, and operational standards. This policy ensures that all employees understand the appropriate and inappropriate use of AI technologies on County systems.

II. Applicability

This policy applies to all users of Hall County-owned IT devices, systems, networks, and data. This includes, but is not limited to, all Hall County Government officials, employees, contractors, subcontractors, vendors, partners, or other individuals who use or access County-owned devices, systems, networks, or data.

III. Definitions

- **Artificial Intelligence (AI):** Technology that enables machines to simulate human intelligence, including tasks such as learning, reasoning, and content generation.
- **Generative AI:** A subset of AI that can create new content, such as text, images, or code, often through models trained on vast datasets.
- **Microsoft Copilot:** An AI-powered assistant integrated into Microsoft 365, governed and secured under Hall County's Microsoft tenant, and the only approved generative AI platform for use.
- **PII (Personally Identifiable Information):** Any information that can identify an individual, including Social Security numbers, birthdates, addresses, and financial data.
- **CJI (Criminal Justice Information):** Information derived from criminal justice systems that are protected under CJIS guidelines.
- **PHI (Protected Health Information):** Individually identifiable health information covered under HIPAA.
- **Hallucination:** When an AI system generates output that is factually incorrect, misleading, or fabricated.

IV. Policy

1. Purpose:
    a. The purpose of Hall County Government's AI usage policy is to guide the appropriate use of generative AI technologies while protecting sensitive information, upholding privacy, and minimizing risk.

2. AI Tools:
    a. Use of any generative AI tool not formally approved is prohibited on County devices, networks, or systems. This includes, but is not limited to:
        1. ChatGPT (OpenAI)
        2. Google Gemini (formerly Bard)
        3. Anthropic Claude
        4. Perplexity
        5. DeepSeek
    b. Once available, Microsoft Copilot will be the only approved AI platform for generative tasks, as it is part of the Microsoft 365 government cloud environment governed by Hall County's security policies.

3. Data Protection and Content Risk:
    a. The following types of data **must not** be entered into AI tools, regardless of the platform:
        1. PII, such as:
            - Social Security numbers
            - Credit card or banking information
            - Full names with identifying details like date of birth or address
        2. CJI, such as:
            - Arrest records, warrants, and court dispositions
            - NCIC (National Crime Information Center) entries or queries
            - Suspect names, case numbers, or incident details
        3. PHI, such as:
            - Medical diagnoses or treatment information that can be tied to an individual
            - Health insurance information that includes policy numbers or coverage details
            - Appointment dates, medications, or lab results that can be tied to an individual
        4. Confidential or internal-use-only government data
        5. If you are unsure whether certain information is prohibited by this policy, do not include it in any AI tool without verifying first.
    b. Employees should be aware that:
        1. Information input into AI platforms may be stored or used to train models, resulting in potential data leaks.
        2. AI-generated content is susceptible to hallucination, which may be inaccurate or misleading, and should not be relied upon without human verification.
        3. Outputs may contain or be based on copyrighted or sensitive material.

4. Examples of AI Use Risk Levels:
    a. Low Risk Examples (permitted):
        1. “Suggest fun activities for a team-building exercise.”

2. "Summarize this email that does not contain sensitive data."
3. “Draft a thank-you message to my team.”

b. High Risk Examples (not permitted):
1. “Summarize this article that includes sensitive vendor history.”
2. “Write performance feedback for an employee review.”
3. “Provide narrative content for a legal or contractual report.”

5. Policy Compliance
a. All users of Hall County-owned IT devices, systems, networks, or data must abide by security policies, procedures, and standards.
b. Questions, comments, and concerns regarding the contents of security policies, procedures, and standards are to be addressed to the Cybersecurity team or MIS Director.
c. Violations of policies, procedures, and standards may result in disciplinary actions up to and including revocation of computer accounts and access to networks and/or termination of employment.

VI. Revision History

**Section 11.12: Policy Violations and Enforcement**

A. Violations of IT policies may result in disciplinary action, up to and including termination.
B. Unauthorized access, data breaches, or security violations may be referred to law enforcement.
C. Employees are responsible for understanding and following all IT policies to ensure the security and integrity of County systems.

# SECTION 12:
# TIME OFF AND LEAVES OF ABSENCES

**Section 12.1: Holidays**

Hall County will grant holiday time off to all full-time employees on the holidays listed below:

- New Year's Day (January 1st)
- Martin Luther King, Jr. Day (third Monday in January)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Veteran's Day
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24th)
- Christmas (December 25th)

When a holiday falls on a Saturday or Sunday, the County may designate the preceding Friday or following Monday as the holiday. In order to qualify for holiday pay, non-exempt full-time employees are required to be actively at work as a regularly scheduled workday the day before and the day after a holiday. Holidays that occur during an approved vacation, personal leave, or family medical leave, shall not be charged against PTO, sick leave, sick reserve, or vacation. Holidays that occur while the employee is on medical leave, workers' compensation, or personal leave of more than 30 calendar days, are not paid as holidays.

A full-time employee who is required to work or called in to work during a paid holiday shall receive payment for the eight (8) hours of holiday pay, plus the regular rate of pay for hours actually worked. Holiday hours are not considered time worked for overtime purposes. Part-time and temporary employees are not eligible for paid holidays.

**Section 12.2: Religious Observances**

Employees who need time off to observe religious practices or holidays not already scheduled by the County should speak with the Director of Human Resources. The County will, on request, seek to reasonably accommodate individuals' religious observances unless doing so creates an undue hardship in the County's business. For more information, please refer to the County's Equal Opportunity and Commitment to Diversity policy contained in this Manual.

**Section 12.3: Paid Time Off (PTO) (Effective January 1, 2019)**

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family sick time (for the

employee's own illness, injury, or for caring for eligible family members), doctor appointments, school, volunteerism, and other activities of the employee's choice.

Under the Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time. An employee may not elect to take time off as unpaid when the employee has an available balance of PTO time unless the employee is being paid on Short Term or Long-Term Disability or Worker's Compensation.

Employees should follow their department procedures when requesting time off. Approval to change the normal work schedule must meet the needs of the Department and be approved in advance by the employee's Supervisor.

An employee may use PTO for personal illness, doctors' appointments, or provide care for their spouse or their dependent child in need of continuous short-term care, or to provide care for an immediate family member as defined by the Family Medical Leave Act (FMLA). The employee shall report an illness prior to his/her scheduled work time providing as much notice as reasonably possible. If that is not possible, the employee must report the tardiness or absence within 30 minutes after the time he/she is scheduled to have reported to work.

An employee may not elect to take time off as unpaid when the employee has an available balance of PTO time.

Nonexempt (hourly) employees are allowed to take PTO in less than one (1)-hour increments. Exempt (salaried) employees must use PTO in one (1)-hour increments. For exempt employees, time off for less than one (1) hour shall not be charged.

Exempt employees who have exhausted their allotted PTO leave amounts, may not have their pay reduced for partial day absences.

Departments are responsible for establishing call out procedures, communicating these procedures to all employees, and monitoring PTO usage and accruals.

A. Eligibility
   All full-time, regular employees are entitled to accrue PTO leave. Part-time and/or temporary employees are not eligible for PTO leave under these policies.

   The PTO program applies only to:
   1. All new hires hired on or after January 1, 2019
   2. All status changes from a non-eligible position to a full-time position on or after January 1, 2019, regardless of the original hire date
   3. All rehires hired on or after January 1, 2019

All other full-time regular employees participate in the separate sick leave and vacation program which was in effect prior to January 1, 2019. These programs are described elsewhere in this manual and remain active for those employees.

B. Rate of Accrual

An employee's PTO bank will accrue each pay period at a rate based on the employee's years of service.

Years of service applicable to PTO accruals only include service earned as a full-time, benefits eligible employee and does not include any credit for service performed while in a part-time or temporary status. Employees who are rehired to a part-time position will not be eligible to have previous service counted towards PTO upon hire or at any point thereafter. Employees accrue a specified number of hours per pay period, based on length of service, pro-rated against the applicable annual accrual shown in the table below.

C. PTO Accrual

For All Employees (Excluding Firefighters) Annual Bank Maximum Hours – 300
For Firefighters Annual Bank Maximum Hours – 432

Annual accruals are the maximum that can be earned in a year beginning on the date of hire.

The PTO plan is a Use It or Lose It plan. The maximum number of hours that can remain in the PTO bank at the beginning of each calendar year (January 1) is shown in the table below.

**PTO ACCRUAL FOR ALL EMPLOYEES (EXCLUDING FIREFIGHTERS)**

| | ANNUAL MAXIMUM | | Accrual Each Pay Period | Bank Maximum |
|---|---|---|---|---|
| Years of Service | DAYS | HOURS | | |
| Less than 1 | 10 | 80 | 3.07 | 300 |
| 1 – 4 | 18 | 144 | 5.53 | |
| 5 – 9 | 23 | 184 | 7.07 | |
| 10 or More | 28 | 225 | 8.62 | |

**PTO ACCRUAL FOR FIREFIGHTERS**

| | ANNUAL MAXIMUM | | Accrual Each Pay Period | Bank Maximum |
|---|---|---|---|---|
| Years of Service | SHIFTS | HOURS | | |
| Less than 1 | 6 | 144 | 5.53 | 432 |
| 1 – 4 | 12 | 288 | 11.07 | |
| 5 – 9 | 15 | 360 | 13.84 | |
| 10 or More | 18 | 432 | 16.61 | |

D. Payment of Unused PTO at Termination of Employment
Except as provided below, upon termination of employment or the death of an employee, the former employee or his or her estate, or next of kin will be paid for accumulated accrued but unused PTO, provided all equipment issued to the employee by the County has been returned and no outstanding liabilities or debts remain.

E. Emergencies While out on PTO
Employees on PTO leave, for reasons other than sickness or approved FMLA leave, are subject to recall in case of emergency.

**Section 12.4: Vacation Leave Benefits**
Applies to full-time benefits eligible employees prior to January 1, 2019.
The purpose of vacation leave is to provide paid time away from work.

A. Eligibility
All full-time, regular employees hired prior to January 1, 2019, are entitled to accrue leave. Part-time and/or temporary employees are not eligible for leave under these policies.

B. Rate of Accrual

An employee's vacation bank will accrue each pay period at a rate based on the employee's years of service and begin accruing from date of hire. Years of service include only that service earned as full-time benefit eligible and do not normally include any credit for service performed while in a part-time or temporary status.

**VACATION ACCRUAL FOR ALL EMPLOYEES (EXCLUDING FIREFIGHTERS)**

| | ANNUAL MAXIMUM | | Accrual Each Pay Period | Bank Maximum |
|---|---|---|---|---|
| Years of Service | DAYS | HOURS | | |
| Less than 1 | 5 | 40 | 1.53 | 300 |
| 1 – 4 | 15 | 120 | 4.61 | |
| 5 – 9 | 20 | 160 | 6.15 | |
| 10 or More | 25 | 200 | 7.69 | |

**VACATION ACCRUAL FOR FIREFIGHTERS**

| | ANNUAL MAXIMUM | | Accrual Each Pay Period | Bank Maximum |
|---|---|---|---|---|
| Years of Service | SHIFTS | HOURS | | |
| Less than 1 | 4.5 | 108 | 4.15 | 432 |
| 1 – 4 | 9 | 216 | 8.30 | |
| 5 – 9 | 12 | 288 | 11.07 | |
| 10 or More | 15 | 360 | 13.84 | |

An employee may not accrue additional vacation after he/she has accumulated either the Annual Maximum Hours or the Bank Maximum Hours for the applicable vacation level. Vacation accruals over the Bank Maximum will be converted to sick leave.

C. Request for Vacation Leave

A request for leave shall be submitted to an employee's immediate Supervisor. Generally, leave may be taken only after an employee has completed six (6) months of full-time service and received approval from the Department Director.

Nonexempt (hourly) employees are allowed to take vacation in less than one (1)-hour increments.

Exempt (salaried) employees must use vacation in one (1)-hour increments. For exempt employees, time off for less than one (1) hour shall not be charged.

Exempt employees who exhaust their allotted vacation leave amounts, may not have their pay reduced for partial day absences after paid vacation leave has been exhausted. However, the employee may be subject to disciplinary action up to and including termination.

D. Payment of Unused Vacation Leave
Termination of employment or the death of an employee, the former employee, next of kin, or his or her estate, will be paid for accumulated accrued but unused vacation time, provided all equipment issued to the employee by the County has been returned and no outstanding liabilities or debts remain.

E. Emergencies While Out on Vacation Leave
Employees on vacation leave are subject to recall in case of emergency.

F. Re-Employment
Former full-time employees who are rehired into a full-time benefits eligible position within one (1) year of termination of employment may have their prior years of service counted towards paid time off accrual, provided the reinstatement is requested by the employee's Department Director to Human Resources. Employees who are rehired into a part-time position will not be eligible to receive their prior PTO accrual rate. Upon rehire full-time employees will accrue PTO in place of Vacation and/or Sick Time.

Employees may not take paid vacation or paid time off until they actually have earned or accrued the leave time. New employees accrue paid time off at the start of employment.

Generally, employees should submit vacation requests to their Supervisor at least two (2) weeks in advance of the requested vacation date. Managers have the right to designate when time off may be taken.

Employees whose employment terminates will be paid for unused vacation time that has accrued during the calendar year of the termination.

**Section 12.5: Sick Leave**
Applies to full-time benefits eligible employees prior to January 1, 2019.
An employee may use accrued sick leave for their own personal illness and/or doctors' appointments, or to take leave for when the employee is unable to work because of a serious health condition, or to provide care for an immediate family member as defined by Family Medical Leave Act (FMLA). Sick leave benefits work in conjunction with short term disability and workers compensation benefits to supplement the benefits paid under those plans. The employee shall report an illness prior to his/her scheduled work time providing as much notice as reasonably possible. If that is not possible, he/she must report the tardiness or absence within 30 minutes after the time he/she is scheduled to have reported to work. The direct Supervisor must also be contacted each day to say that the employee is absent from work unless on an approved leave of absence.

A. Rate of Accrual
Full-time employees earn annual sick leave at the rate of 80 hours (or a total of 112 hours for firefighters) per year. Sick time will be accrued and earned each pay-period at the rate of 3.077 hours (4.308 hours per pay-period for firefighters) in the same manner

that vacation time is accrued and earned. Certain Defined Benefits participants will continue to receive five (5) sick leave days annually, based on previous elections.

B. Maximum Allowable Accumulation to Sick Reserve
Sick leave may accumulate up to a maximum of 720 hours. Additional accrued sick leave hours beyond the 720 hours are maintained in a separate sick reserve bank that may be used to supplement short term or workers compensation benefits or used during an approved leave as defined by the Family and Medical Leave Act (FMLA). Sick reserve hours may only be used after available sick leave hours have been exhausted. It shall be the employee's responsibility to work through Human Resources when sick reserve hours are used. Human Resources will be responsible to update the employee's timecard to reflect the use of sick reserve hours.

C. Chargeable Sick Leave
Employees are charged with sick leave for absences only on days which they would otherwise work and receive pay. No charge is made against sick leave for absence on holidays or other non-workdays unless the employee is scheduled to work. In the event that an employee has exhausted all available sick leave, available vacation time will be substituted in its place. An employee may not elect to take sick time off as unpaid when the employee has an available balance of vacation time.
Exempt employees who exhaust their allotted sick leave amounts, may not have their pay reduced for partial day absences after paid sick leave has been exhausted.

D. Forfeiture of Sick Leave and No Reinstatement
An employee who separates employment from the County shall forfeit all unused sick leave. No employee, regardless of the circumstances, shall be compensated for unused sick leave. The County does not reinstate sick leave for employees who are rehired after separating with the County.

E. Nonexempt (hourly) employees are allowed to take sick leave in less than one (1)-hour increments. Exempt (salaried) employees must use sick leave in one (1)-hour increments. For exempt employees, time off for less than one (1) hour shall not be charged.

**Section 12.6: Medical Emergency Donated Leave Program**
The purpose of the donated leave program is to allow employees to donate sick leave, vacation leave, or PTO, as applicable, to benefit an employee with a medical emergency who has already exhausted his or her available paid sick, vacation or PTO leave, as applicable. A medical emergency is a medical condition of the employee or an immediate family member, as defined by the FMLA, that will require the prolonged absence of the employee from duty of at least seven (7) consecutive working days and will result in a substantial loss of income to the employee because the employee has exhausted all of his or her paid leave. The normal process for FMLA shall apply to the donated leave program.

A medical emergency is a major illness or other medical condition (I.e., heart attack, surgery, cancer, etc.) of the employee or an immediate family member of the employee, that will require the prolonged absence of the employee from duty of at least seven (7) working days and will result in a substantial loss of income to the employee because the employee has exhausted all of his or her paid leave (sick and vacation or PTO).
A medical emergency shall also include the need to provide care for an immediate family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth, and bereavement by reason of the death of a spouse, child, or parent of the leave recipient.

A. The medical emergency terminates at the earliest of:
    1. When the leave recipient's employment is terminated;
    2. At the end of the biweekly pay period in which the leave recipient notifies the department that the medical emergency is over;
    3. At the end of the biweekly pay-period in which the leave recipient employee returns to work;
    4. At the end of the biweekly pay period in which the department determines that the medical emergency is over;
    5. At the end of the biweekly pay period in which the department receives notice that the leave recipient has been approved for disability benefits from any source; or
    6. At the end of the pay-period following the death of the leave recipient or affected family member of the leave recipient.

B. Objective

The primary objective of this plan is to coordinate existing benefits to ensure that an employee with a medical emergency, as defined above, is able to maintain a level of income replacement to avoid severe financial hardship to the employee and his or her family during the medical emergency. This program is intended to be a medical emergency leave-sharing plan as described in Revenue Ruling 90-29 issued by the Internal Revenue Service. The intended tax effect of the program is that the employees who donate leave under the program will not pay income tax on the donated leave, but the recipient of the donated leave will be taxed on receipt of the donated leave.

C. Eligibility

Prior to receiving donated leave, the employee in need must have exhausted all available sick, sick reserve, vacation or PTO, as applicable. All requests for donated leave awards must be made through the employee's Department Director. The Director should be able to show that the employee has a “medical emergency” as defined above and be able to provide an estimate of the number of hours which need to be donated by other employees in order to alleviate the medical emergency.

D. Usage
Donated hours of leave will be credited on an hour for hour basis to the employee having the medical emergency. Donated sick, vacation or PTO shall be credited to the leave recipient as Sick Additional, PTO Additional or Vacation Additional. Note: Sick Reserve hours are not eligible to be donated under this policy.

Donated leave time shall be deducted from the donating employee(s) and credited to the leave recipient on a per pay-period basis.

Sources of donated leave time shall begin with employees of the home department and move to employees from other departments in order based on the list provided by the department.

E. Approval
The Department Director will submit to Human Resources a letter that summarizes the employee's need, the basis for the Director's conclusion that there is a medical emergency, as defined above, the number of donated leave hours requested and the names of the employees who are willing to donate sick, vacation, or PTO leave, as applicable, and the amount of leave each such employee is willing to donate. All proposed leave donations will be submitted at one (1) time. The Director will make a recommendation in a letter and Human Resources will review the letter and recommendation and, if appropriate, give its approval.

F. Maximum Donation by Employee
An employee may donate no more than 80 sick, vacation, or PTO hours, as applicable.

**Section 12.7: Federal Family and Medical Leave Act (FMLA)**
The Family and Medical Leave Act of 1993 ("FMLA") provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

In addition to the information on the Notice following this Policy (identified as Your Employee Rights under the Family and Medical Leave Act), the following information is provided to explain the employee's rights and obligations when requesting a family or medical leave:

A. Eligibility for Leave and Amount of Leave
To be eligible for leave under this Policy, an employee must have been employed for a total of twelve (12) months, must have worked at least 1,250 hours during the 12-month

period preceding the commencement of the leave, and must work at a facility with 50 or more employees within a 75-mile radius of this worksite.

An eligible employee may take FMLA leave for up to 12 weeks of unpaid leave for one or more of the following reasons: (1) the birth of the employee's child; (2) placement of a child with the employee for adoption or foster care; (3) to care for the employee's child, spouse, or parent who has a serious health condition; (4) the employee's own serious health condition that makes the employee unable to perform the functions of his or her job, or (5) because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a member of the National Guard or Reserves who has been deployed to a foreign country under a call or order to active duty (or has been notified of an impending call or order to active duty) or is a member of the regular Armed Forces who has been deployed to a foreign country. An employee may take a total of 12 workweeks of unpaid leave for the reasons specified above during a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

If you and your spouse are both employed by the County, the two of you together are entitled to a combined total of 12 weeks of FMLA leave for the birth, adoption, or placement of a child, or to care for a covered family member with a serious health condition. The right to FMLA leave for the birth, adoption, or placement of a child expires 12 months after the date of the birth, adoption or placement.

An eligible employee may take up to twenty-six (26) weeks of unpaid, job-protected leave in a single 12-month period (measured beginning on the date the leave begins) to care for a spouse, child, or parent who is a covered servicemember. The term "covered servicemember" means: (i) a servicemember (including in the Regular Armed Forces, the National Guard, and the Reserves) who has a serious injury or illness that was incurred or aggravated in the line of duty while on active duty for which he or she is undergoing treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or (ii) a veteran undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness that was incurred or aggravated in the line of duty while on active duty and who was a member of the Armed Forces (including in the National Guard or the Reserves) within five (5) years preceding the date the veteran undergoes that treatment, recuperation, or therapy.

FMLA to care for a seriously ill or injured servicemember runs concurrently with other leave entitlements provided under federal, state, and local law. Leave that qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition during a single 12-month period may not be designated

and counted as both types of leave. Such leave will be designated first as leave to care for a covered servicemember.

Unless otherwise required by law, no employee will be entitled to more than a combined total of 26 weeks of leave in a single 12-month period for any FMLA-qualifying reason.

The FMLA permits eligible employees to take leave intermittently or on a reduced-schedule leave when medically necessary for the serious health condition of the employee or the employee's family member or to care for a covered servicemember with a serious injury or illness. In the case of planned medical treatment, the employee must attempt to schedule the intermittent or reduced schedule leave so as not to unduly disrupt the County's operations. Intermittent leave is not available for the birth, adoption or placement of a child unless agreed to by the County. The County may transfer the employee temporarily to an alternative position with equal pay and benefits that better accommodates any recurring periods of intermittent leave.

If an employee is entitled to paid leave under another benefit plan or policy (such as PTO, sick, personal or vacation leave), the employee must use such paid leave concurrently with the FMLA leave. Such available paid leave will be counted against the unpaid FMLA leave entitlement. The employee is required to satisfy any procedural requirements for receiving payment underpaid leave as provided in this Manual when substituting paid leave for FMLA leave. If you are receiving short-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

B. Request for and Designation of Leave

To request FMLA leave, the employee must complete and sign a Request for Family and Medical Leave form and submit it to the Hall County Benefits Administration. When the need for FMLA leave is foreseeable, the employee must provide notice and submit the Request for Family and Medical Leave form at least thirty (30) calendar days in advance of the effective date of the leave. If 30 days' notice is not practicable (such as if the employee is uncertain as to when the leave will begin or in the case of a medical emergency), the employee must provide notice as soon as practicable. If the need for leave is not foreseeable or in the case of a qualifying exigency, the employee must give the County notice of the need for FMLA leave as soon as practicable under the particular circumstances.

An employee must provide notice sufficient for the County to determine that the leave is for an FMLA-qualifying event. In the case of unforeseeable leave, calling in "sick" without providing any additional information is not sufficient. When an employee seeks FMLA leave for a qualifying reason for which the County previously granted FMLA-protected leave, the employee must specifically reference the qualifying reason for leave

or the need for FMLA leave. If the employee fails to provide the County with the reason for leave, leave may be denied.

The employee will be notified within five (5) business days of his or her request for FMLA leave whether the employee is eligible for FMLA leave, absent extenuating circumstances. At that time, employees will be provided with written notice of their rights and responsibilities and the consequences for failure to meet these obligations. When the County has sufficient information to determine whether the leave is for an FMLA-qualifying event, the employee will be notified within five (5) business days whether the leave will be designated and counted as FMLA leave, absent extenuating circumstances.

When scheduling planned medical treatment, the employee must consult with the County in advance to ensure that the County's operations are not unduly disrupted by the employee's absence(s).

Employees should understand that, for any absence, whether covered by the FMLA or not, it is imperative to follow the County's usual and customary internal notice and procedural requirements for requesting leave, as outlined in the Manual. If an employee fails to comply with the County's internal notice and procedural requirements and no unusual circumstances justify such failure, FMLA-protected leave may be delayed or denied.

C. Certification and Recertification of Leave

The County requires that an employee provides a complete and sufficient certification of a serious health condition of the employee or the employee's family member, of a qualifying exigency, or of the need to care for a covered servicemember with a serious injury or illness. Certification forms are available from the County's Human Resources Department. The employee must submit the completed certification form to the County within fifteen (15) calendar days, unless it is not practicable to do so under the particular circumstances. Failure to provide such certification may result in the delay or denial of FMLA leave.

If the County has reason to doubt the validity of a medical certification, the County, at its own expense, may require a second medical opinion from a physician it chooses. If the first and second opinions differ, the County, at its own expense, may require the opinion of a third health care provider that is approved jointly by the County and the employee. The third opinion will be considered final and binding.

Where the employee's need for leave due to the serious health condition of the employee or the employee's covered family member lasts beyond a single leave year,

the County requires the employee to provide a new medical certification in each year the employee subsequently takes leave.

Where leave is taken for the serious health condition of the employee or the employee's covered family member, the County may require recertification of the leave every six (6) months, or on a more frequent basis in certain circumstances.

Employees returning from an approved FMLA leave due to their own serious health condition (except if you are taking intermittent leave) will be required to present a fitness-for-duty certification from their health care provider indicating that they are medically able to resume work. This certification specifically must address the employee's ability to perform the essential functions of his or her job. The County may delay returning the employee to work until this certification is received. Failure to provide this certification may subject the employee to termination.

In the case of intermittent FMLA leave for an employee's own serious health condition, employees are required to present a fitness-for-duty certification every thirty (30) days if the County determines that reasonable safety concerns exist regarding the employee's ability to perform his or her duties because of the employee's serious health condition.

D. Employee Responsibilities While on Leave

During an approved FMLA leave, employees are entitled to the same health insurance they had before the leave began. Employees who pay some or all of their health insurance premium will be required to continue to pay the premiums in order to continue benefit coverage during the leave period. The employee is responsible for making arrangements to pay any premiums due during the leave period. Employees who do not return to work following FMLA leave will be liable for the payment of any health insurance premiums paid by the employer during unpaid FMLA leave, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the employee's control.

Employees will be required to periodically advise the County of their status and intent to return to work at the conclusion of the FMLA leave. Employees also must provide notice to the County at least two (2) business days prior to their return to work. If an employee unequivocally indicates his or her intent not to return to work after taking FMLA leave, the employee is subject to termination.

While on leave, the employee may not be eligible for bonuses or other payments based on attendance or job-related performance goals, in the County's discretion, where the employee has not met that goal due to FMLA leave.

Outside employment during an employee's leave period without written County approval is prohibited and may result in disciplinary action, up to and including termination of employment. Further, engaging in deceptive or misleading conduct as a

part of an employee's leave (including lying about the reason or need for such leave) may result in disciplinary action, up to and including termination.

E. Return from Leave

Employees returning from FMLA leave will be restored to the same or an equivalent job. The FMLA does not entitle a restored employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would not have been entitled had the employee not taken leave.

A request to substitute paid leave for unpaid FMLA leave or a request for any leave not covered by the FMLA may be subject to additional approval, certification, and reinstatement requirements. In addition, employees requesting to substitute paid leave for unpaid FMLA leave or requesting other approved leave will be required to complete all applicable forms.

F. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the County's other

leave policies as applicable or exhausted, please consult the County's other leave policies as applicable or contact the Human Resources Department.

G. Employee Complaint Procedure
If you believe you have been denied any right under the FMLA or otherwise discriminated against because of your use of FMLA leave, please utilize the County's Employee Complaint Procedure, which is contained in the Manual.

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**

**WAGE AND HOUR DIVISION**
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

**Section 12.8: Military Leave**

The County will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. Accrued PTO (if any) may be used for this leave if the employee chooses, but the County will not require the employee to use PTO. The Family and Medical Leave Act of 1993 ("FMLA") and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") contain provisions regarding certain types of military leave. The FMLA's provisions regarding military leave are addressed in detail in the Family and Medical Leave Policy in this Handbook. Employees who are eligible to take military leave must comply with all applicable requirements. Questions regarding the County's military leave policy should be directed to the Human Resources Director. If you believe you have been denied leave to which you are entitled or otherwise discriminated against because of your use of military leave, please utilize the County's Employee Complaint Procedure, which is contained in this Manual.

A. Reserve Duty
   The County provides the employee with reservist time off if activated to reserve duty and scheduled to work on a day when he/she is called up for reserve training.

   Every employee shall be paid the appropriate salary or other compensation for all periods of absence while engaged in the performance of ordered military reserve duty and while going to and returning from such duty, not exceeding a total of thirty (30) days in any one (1) calendar year and not exceeding 30 days in any one (1) continuous period for such absence. For firefighters, this represents 10 24-hour shifts of paid military leave time annually.

B. Active Duty
   The County provides the employee with time off if ordered to active military service in accordance with law and the following provisions.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five (5) years and still retain employment rights.

A. Job
   If an employee's active service does not exceed five (5) years, they may return to their current job or an equivalent job if Hall County is notified within 90 days following discharge from active service.

B. Health Insurance
    1. Health and Dental Insurance
    2. These benefits will stop at the time the leave-of-absence for active duty begins but will become effective again when the employee returns to work. Through payroll deductions, Hall County will continue to pay for family coverage through the first of the month following 30 days of leave. The family is eligible for COBRA extension to continue current health insurance coverage. Deductions for this insurance may be made from the pay received from Hall County. All military employees and family are also eligible for coverage through Tricare following 30 days of service.

C. Life Insurance
   Coverage under this Plan will be suspended at the start of active duty military leave.

D. Leave Accrual
   Accruals for vacation and sick leave will stop for an employee while he/she is on active duty military leave. The employee's leave balances at the time of call up to active duty will remain intact. While on active duty, an employee may utilize available vacation or PTO.

E. Re-Employment
   Upon completion of ordered active duty, the employee shall be entitled to the same or comparable position including seniority, status, and pay, provided written notification of the employee's desire to return to work is submitted to Human Resources within 90 days from completion of ordered duty. The returning employee shall also be entitled to any increase in salary or any advancement in grade, which would normally be accorded to the incumbent of the position, with the exception of any increase or advance in grade, which would normally be dependent on meritorious performance of duties of the position.

An employee returning from Military Leave will be afforded the opportunity to make up any missed contribution within a period of three (3) times the length of their military service or five (5) years, whichever comes first. The County will provide matching contributions if applicable. All time away will be considered as continuous service for retirement purposes, providing the employee with vesting credit.

**Section 12.9: Pregnant Worker's Fairness Act (PWFA) of 2024**

As required by the Federal Pregnant Workers Fairness Act (PWFA), Hall County will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship

to Hall County's operations. For more information regarding this Act, please see the County's Equal Opportunity and Commitment to Diversity Policy contained in this Manual.

Hall County prohibits any retaliation, harassment or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

**Section 12.10: Providing Urgent Maternal Protections for Nursing Mothers Act (Pump Act) of 2023**

The County complies with applicable provisions of the Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act. Consistent with this statute, the County provides all nursing mothers with reasonable break time to express breast milk for the nursing of a child, as frequently as needed by the nursing mother, for one year following the birth of a child. In addition, the County will provide a private place other than a bathroom where a nursing mother may express breast milk. These breaks will be unpaid for non-exempt employees, unless the break time otherwise would be paid by the County or the employee is not completely relieved of duty for the entire break period. Exempt employees will be paid their full salary during all nursing break times, as required under the FLSA or other applicable wage and hour law. Please direct all requests regarding this policy to the Director of Human Resources.

If any state, local, or other applicable law provides additional protections for nursing mothers, the County will comply with such law.

If you believe you have been denied any entitlement provided to nursing mothers, been discriminated or retaliated against for exercising any right under this policy, or otherwise have any complaint regarding this Policy, please utilize the County's Employee Complaint Procedure, which is contained in this Manual.

**Section 12.11: Personal Leave of Absence (other than FMLA or State-Mandated Leave)**

Hall County recognizes that unavoidable circumstances, either personal or medical, may require an employee to be absent for a prolonged period.

The County will review personal leave of absence requests based on business conditions and operating requirements and reserves the right to deny such requests. If leave is approved, the County cannot guarantee that a position will be available at the conclusion of the leave. All requests for personal leaves of absence must be submitted to the employee's Supervisor in advance. All requests for personal leave of absence are subject to and are contingent upon approval by the employees' Manager and Department Director.

Group insurance benefits will continue for the first 30 calendar days of the leave, and the employee must continue to pay insurance premiums. An employee who has been granted unpaid leave beyond 30 calendar days will be given the option of continuing insurance. The employee must do this at their expense under the terms and conditions of COBRA.

An employee's accruals will continue for the first 30 calendar days. After 30 calendar days of personal leave, the employee will cease accruing any leave time until they return to work.

It is the employee's responsibility to return to work on the date the personal leave of absence expires. Should the employee fail to return and fail to notify the employee's Manager and Department Director of a request for an extension, the County will consider the employee to have voluntarily resigned from employment. A request for extension of a leave of absence must be in writing and must be received at least five (5) working days prior to the expiration of leave.

Unless pre-approved in writing by an authorized representative of the County, engaging in other gainful employment during any leave of absence is prohibited

**Section 12.12: Bereavement Leave**

Bereavement leave of up to three (3) workdays with a maximum of 24 work hours will be granted with pay for an employee absent from work as a result of the death of a member of the employee's family: spouse, parent or guardian, child, brother, sister, aunt, uncle, niece, nephew, cousin, grandparent, grandchild, stepmother, stepfather, stepchild, stepsister, stepbrother, or other relative living in the employee's household.

Bereavement leave shall be granted for in-law relationships for mother in-law, father in-law, brother in-law, and sister in-law. In all cases, bereavement leave must be approved in advance.

Only regular full-time employees are eligible to receive Bereavement Leave.

**Section 12.13: Educational Leave**

An employee may be granted an unpaid personal leave-of-absence for educational purposes under certain circumstances. The request must be made in writing and approved, using the standard approval procedure for leaves of absence.

**Section 12.14: Jury and Witness Leave**

Jury Duty, Court Appearance, Depositions, and/or Subpoenas

An employee called for jury duty or subpoenaed as a witness will be excused from work upon presentation of a court notice to his/her immediate Supervisor. The employee will be paid his/her normal pay provided he/she submits evidence of the amount received from the court to the Payroll Department. The jury duty stipend is not deducted from the employee's pay. (For further information regarding Jury Duty see O.C.G.A. 15-12-1 et seq.).

Employees must show the jury duty summons, subpoena, or other court order documents to their Supervisor as soon as possible so that the Supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

**Section 12.15: Voting Leave**
Hall County recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your Supervisor to discuss scheduling accommodations. If the hours of work commence at least two (2) hours after the opening of the polls or end at least two (2) hours prior to the closing of the polls, however, the time off for voting is not available. (Georgia Code 21-2-404)

**Section 12.16: Americans with Disabilities Act (ADA) and Reasonable Accommodation**
Please see the County's Equal Opportunity and Commitment to Diversity Policy contained in this Manual.

Hall County is committed to the fair and equal employment of individuals with disabilities under the ADA. It is Hall County's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the County. Hall County prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

# SECTION 13:
# EMPLOYEE BENEFITS

This section is intended to provide a general overview of employee benefits. All plan participants will have access to detailed information regarding health care, life, disability, and other supplemental benefits. Plan summaries and required annual notices are located in the form's library at inform.hallcounty.org. Employees who prefer a printed copy of the plan summaries and/or required annual notices should contact Human Resources.

More information is available in the Benefits Summary and the relevant plan description documents for the insurance and retirement plans. These additional documents are available through Human Resources.

Hall County recognizes the value of benefits to employees and their families. The County supports employees by offering a comprehensive and competitive benefits program. Hall County provides eligible employees and their dependents access to medical, dental, vision, disability, life and supplemental life, and insurance benefits. Additional benefits may be offered and can be found in the annual Employee Benefits Guide.

**Section 13.1: Benefits Eligibility and Elections**
Regular full-time employees and retirees are eligible for benefits coverage, such as medical, dental, vision, and life insurance. Eligible employees and retirees may participate in the County's benefit plans subject to all terms and conditions of the agreement between Hall County and the insurance carrier. For more information regarding insurance benefit programs,

please refer to the Hall County Benefits Guide or Summary Plan Descriptions (SPD). The Benefits Guide and SPDs can be found on the County's intranet. For additional information or to obtain copies of plan documents, employees may contact Human Resources. To the extent the information provided in this policy manual conflicts with the SPD or full plan document, the full plan document will control.

For new hires, benefits are effective the first of the month following thirty (30) days of continuous employment. New employees have thirty days from their date of hire to enroll. Employees who do not enroll within the thirty-day period may not enroll until the next open enrollment or until they experience a qualifying life event.

For existing employees who change status to full-time and become benefit eligible, benefits are effective the first of the month following thirty days of full-time employment. Upon becoming benefit eligible, employees have thirty days from the date of the status change to full time to enroll.

Employees who do not enroll within the thirty-day period may not enroll until the next open enrollment or until they experience a qualifying life event.

A qualifying life event (QLE) is a significant change in an employee's life, allowing an enrollment or election change to their benefits, creating a special enrollment period (SPE). Per the IRS Section 125 Rules, a qualifying life event can be any of the following:

A. Change in legal marital status due to marriage, death of a spouse, divorce, annulment, or legal separation;
B. Change in number of dependents due to birth, adoption, placement for adoption, or death of a dependent;
C. Change in employment status of employee, spouse, or dependent due to termination or start of employment, strike, lockout, beginning or end of unpaid leave of absence, including under the Family and Medical Leave Act (FMLA), or change in worksite;
D. Change in employment status of employee, spouse, or dependent resulting in eligibility or ineligibility for coverage;
E. Change in residence of employee, spouse, or dependent to a location outside of the Employer's network service area; and
F. Changes which cause a dependent to become eligible or ineligible for coverage.

**Section 13.2: Benefits Enrollment**

Hall County's open enrollment period for employee benefits takes place each year between October and November. Open enrollment periods may be passive or active. Certain benefits such as Flexible Spending Accounts (FSA), or Dependent Care FSA require active enrollment each year. Passive enrollment means that most benefit elections will carry over from one (1) year to the next unless the employee changes or makes a new election. When changes are made to the County's benefit plans, open enrollment will generally be active. If an employee

does not wish to participate in the various insurance plans, coverage should be declined. Failure to make an election will be considered as declining coverage.

**Section 13.3: Types of Benefits**

A. Health Insurance

Hall County's health insurance plan provides eligible employees, retirees, and their dependents access to medical, vision, and dental insurance benefits. Participation in the health plan is subject to all terms and conditions of the agreement between Hall County and the insurance carrier.

Details on the available health insurance plan options, including cost and coverage options, will be provided in advance of the enrollment deadline. Plan details are described in the applicable Summary Plan Description (SPD).

B. Health Care Saving Accounts Options

Employees enrolled in a medical plan have the option to elect a healthcare savings account associated with their plan. These accounts allow employees to set aside pre-tax dollars from their salary to cover eligible out-of-pocket medical expenses. This reduces taxable income without lowering actual earnings, helping employees keep more of what they earn. Healthcare savings accounts can typically be used for both employees and eligible dependents; however, it's important to review account-specific guidelines and contribution limits. For additional information please refer to the annual Employee Benefits Guide or contact Human Resources.

1. Flexible Spending Account (FSA)

A Flexible Spending Account (FSA) is a healthcare savings account typically associated with a traditional (copay) medical plan. Participation is optional and must be elected annually for the next plan year. Employees who enroll choose their contribution amount based on anticipated expenses, up to the IRS maximum (that can change yearly). Contribution amounts cannot be changed during the year unless a qualifying life event occurs. Since unused funds do not roll over, it is important to plan contributions carefully to avoid forfeiture.

2. Dependent Care Flexible Spending Account (DCFSA)

A Dependent Care Flexible Spending Account (DCFSA) is a savings account designed to cover eligible expenses for dependents under the age of 13, disabled dependents, or dependents receiving eldercare. Participation is optional and must be elected annually for the next plan year. Employees can enroll in a DCFSA alongside either the traditional (copay) or high-deductible health plan. If elected, employees choose their contribution amount based on anticipated expenses, up to the IRS maximum. Contribution amounts cannot be changed during the year unless a qualifying life event occurs. Since unused funds do not roll over, it is important to plan contributions carefully to avoid forfeiture.

3. Health Saving Account (HSA)
   A Health Savings Account (HSA) is a medical savings account associated with a high-deductible health plan. Hall County contributes a set amount to employees' HSAs based on their coverage level. These contributions are made each year by the Board of Commissioners and are distributed quarterly. Employees who participate will automatically receive Hall County's contributions and can choose to contribute additional funds, up to the IRS maximum. HSAs offer flexibility, allowing employees to adjust their contributions throughout the year. All contributions are deposited into a personal bank account and will roll over into the next plan year.

C. Disability Insurance

There are two (2) types of disability insurance.

1. Short term Disability (STD)

   Hall County provides short-term disability (STD) insurance to all eligible employees after the completion of one (1) year of service, at no additional cost. This coverage replaces a portion of the employee's income if they cannot work due to a qualifying disability. This benefit will continue for up to 26 weeks provided the employee remains disabled. Employees may supplement their STD benefits with available Sick Reserve, Sick Leave, Vacation, or Paid Time Off (as applicable). The combined STD benefit and supplemental pay cannot exceed 100% of the employee's regular earnings. For details on benefit amounts, payment schedules, limitations, and exclusions, please refer to the plan document.

2. Long term Disability (LTD)

   Hall County offers long-term disability (LTD) insurance as an optional benefit. This coverage provides income replacement until the employee returns to work or reaches retirement age. LTD benefits begin only after short-term disability benefits have been fully exhausted.

   If an employee transitions to long-term disability, Hall County may be unable to continue their employment, which could result in formal separation from service.
   For details on benefit amounts, payment schedules, limitations, and exclusions, please refer to the applicable plan document.

D. Group Life Insurance

Hall County provides a basic life insurance plan at no cost to all eligible employees. Employees also have the option to purchase additional coverage for themselves and their covered dependents.

E. Group Accidental Death and Dismemberment Insurance (AD&D)

In conjunction with our group life insurance, Hall County provides a basic AD&D insurance plan at no cost to all eligible employees. Employees also have the option to purchase additional coverage for themselves and their covered dependents.

For details on benefit amounts, payment schedules, limitations, and exclusions, please refer to the applicable Certificate of Insurance or contact Human Resources.

F. Supplemental Benefits

Hall County may provide additional supplemental benefits. Specific plans will be announced each year during the annual open enrollment period.

G. Employee Assistance Program (EAP)

Hall County values the health and well-being of its employees and understands that personal challenges can affect both work and home life. Through the Employee Assistance Program (EAP), Hall County provides confidential access to professional counseling services for various personal challenges, including but not limited to substance abuse, family and marital difficulties, financial or legal concerns, and emotional distress. The EAP is available to all Hall County employees and their immediate family members, offering problem assessments, short-term counseling, and referrals to appropriate community and private resources.

The EAP is strictly confidential, ensuring employees' privacy and rights. Information shared with an EAP counselor is only released with written consent. No record of EAP participation is kept in personnel files.

Employees can consult with an EAP counselor at no cost up to a specified number of visits. If additional counseling is needed, the counselor will provide information on available services and whether any costs are covered by the employee's health insurance plan.

H. Benefits Continuation (COBRA)

Under the Hall County Health and Welfare Benefit Plan, employees and/or their eligible dependents who lose health, dental, and/or vision coverage, or eligibility of coverage due to termination of employment, death, divorce, or other qualifying life events may continue the coverage for themselves and/or their families for a limited period of time under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

The type of life event will determine who the qualified beneficiaries are and the amount of time that the plan must offer coverage to them under COBRA. A life event is defined as a qualifying event that would cause an individual to lose health coverage.

1. Qualifying life events for employees:
    a. Voluntary or involuntary termination of employment for reasons other than gross misconduct
    b. Reduction in the number of hours of employment that would result in the loss of coverage
    c. Becoming entitled to Medicare

2. Qualifying life events for spouses are:
   a. Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
   b. Reduction in the hours worked by the covered employee's employment that would result in the loss of coverage
   c. Covered employee's becoming entitled to Medicare
   d. Divorce or legal separation from the covered employee
   e. Death of the covered employee

3. Qualifying life events for dependent children are the same as for spouses with one (1) addition:
   a. Loss of dependent child status under the plan rules.

4. Period of Coverage

| Qualifying Events | Beneficiary | Coverage |
|---|---|---|
| Termination<br>Reduced<br>Hours<br>Becoming entitled to Medicare | Employee<br>Spouse<br>Dependent Child | 18 months |
| Becoming disabled during the first 60 days of COBRA continuation coverage due to the covered employee's termination or reduction of hours if the qualified beneficiary has provided notice of determination by the Social Security Administration<br>with the first 18 months of coverage. | Disabled Beneficiary | 29 months |
| Employee entitled to Medicare<br>Divorce or legal separation<br>Death of covered employee | Spouse<br>Dependent<br>Child | 36 months |
| Loss of dependent child status | Dependent Child | 36 months |

General COBRA rights are described in the summary plan and descriptions that are available to all participants. Employees and eligible dependents will also receive a notice of rights and an election form upon termination of employment or qualifying event.

A qualified beneficiary must notify Human Resources of a qualifying event within 60 days after divorce or legal separation or a child's ceasing to be covered as a dependent under plan rules.

The premiums for COBRA are the responsibility of the covered person, and Hall County may discontinue coverage if payment is not received timely.

This benefit will be in compliance with Federal COBRA as well as state insurance continuation laws where applicable.

Under COBRA, the employee or dependent pays the full cost of coverage at Hall County's group rates plus an administration fee. Hall County provides each eligible employee and/or dependent with a written notice describing rights granted under COBRA when the employee or dependents becomes eligible for coverage under Hall County's health insurance plan. The notice contains important information about the employee's rights and obligations.

Per the resolution adopted in July 2019, in the event that a full-time employee dies or is killed in the line of duty, as defined by the Workers Compensation Law of Georgia, Hall County will fund the health, dental and/or vision premiums for the employee's dependents for 36 months, if the dependents were enrolled in an applicable plan at the time of the employee's death.

I. Tuition Reimbursement Program

Hall County supports employees who wish to continue their education to secure increased responsibility and growth within their professional careers. To encourage the professional and personal development of Hall County employees, reimbursement for qualified educational expenses and successful completion of undergraduate, graduate, and post-graduate courses in accredited colleges or universities may be available.

In keeping with this philosophy, Hall County has established a reimbursement program for expenses incurred through approved institutions of continuing education through an accredited program that either offers growth in an area related to his or her current position or might lead to promotional opportunities.

Full-time employees are eligible for educational assistance of up to $1,000 per calendar year in accordance with this policy upon completion of six (6) months of continuous employment prior to the time of course enrollment and provided that the employee is enrolled in courses which are part of a degree program. All applications for tuition assistance must be approved by the employee's Department Director and Human Resources prior to beginning any course work. Failure to seek prior approval prior to the commencement of classes could result in a denial of your tuition reimbursement application. Reimbursement will be based on grades received for each course. Additionally, the reimbursement program will be based on the County's budgeted funds and a first come basis. Once the budgeted funds have been depleted, reimbursements will not be funded until the next fiscal year.

J. Retirement Plans

The County offers a 401(a) Money Purchase Plan and a 457(b) Deferred Compensation Plan for your future retirement needs. You are eligible to participate if you are a regular

full-time employee with the County. State employees can contribute to the 457(b) Deferred Compensation Plan but are not eligible to receive discretionary or matching contributions to the 401(a). Superior Court Judges, serving on the bench as of June 26, 2025, are eligible to receive 401(a) County contributions, and defer into the 457(b) plan with the applicable match.

Upon approval by the Board of Commissioners, the County may contribute to the Plan, or match funds contributed by the employee. The Board of Commissioners reserves the right to modify, suspend, or revoke contributions and/or matching funds. For information about County contributions or matching funds, please contact Human Resources.

Hall County may contribute a percentage of your salary into your 401(a) plan regardless of your contributions.

Additionally, Hall County may contribute matching funds into your 401(a) plan at the rate approved by the Board of Commissioners.

All contributions made by Hall County are deposited directly into your 401(a) Plan. All contributions made by the employee are deposited directly into your 457(b) Deferred Compensation Plan. You may contribute up to 100% of your salary into the 457(b) Deferred Compensation Plan, up to the maximum contribution amount allowed by the IRS. All of the money that is contributed to your 457(b) account is tax deferred.

Participation begins at the first of the month following 30 days of continuous employment, and you are fully vested in the County's contributions after five (5) years of service.

1. 3 years of service: 50% vested
2. 4 years of service: 75% vested
3. 5 years of service: 100% vested

You can choose how to invest your money by selecting from the available funds or you can choose to "enroll" in one (1) of the model portfolios, which are based on risk tolerance. If no election is made, you will automatically be invested into a personalized portfolio. An investment Advisor may also be available to assist you with your retirement planning.

## SECTION 14:
## GLOSSARY OF TERMS

1. **Acting Capacity Status:** When an employee is temporarily assigned to a different position, an employee may serve in an acting capacity only in a position that has been duly established and is vacant or temporarily vacant.

2. **Active Enrollment:** refers to a process where an individual is required to actively participate in making selections for benefits, programs, or coverage options

3. **The Americans with Disabilities Act (ADA):** is a U.S. federal civil rights law that prohibits discrimination based on disability.

4. **Beneficiary**: is a person or entity designated to receive the benefits of a financial product, such as life insurance proceeds, retirement account funds, or assets from a will, upon the death of the account or policy owner.

5. **Consolidated Omnibus Budget Reconciliation Act (COBRA):** A federal law that allows certain individuals to temporarily maintain their employer-sponsored health insurance coverage after leaving their job or experiencing a qualifying life event.
6. **Copay**: Copay or copayment is a fixed amount you pay for a covered healthcare service, like a doctor's visit or prescription, at the time you receive the service. It's a form of cost-sharing between you and your insurance company.

7. **Deductible:** The amount of money you are responsible for paying out-of-pocket for covered expenses before your insurance policy starts covering the costs.

8. **Disability:** Refers to a physical or mental impairment that substantially limits one (1) or more major life activities past or present, physical or mental condition, a record of such impairment, or being regarded as having such impairment.

9. **Equal Employment Opportunity Commission (EEOC):** A federal agency in the United States that enforces laws prohibiting workplace discrimination.

10. **Exempt Employees:** Are typically paid on a salary basis and are not eligible to receive overtime pay.

11. **The Fair Labor Standards Act (FLSA):** A federal law that sets minimum wage, overtime pay, record keeping, and child labor standards for employees.

12. **Family and Medical Leave Act (FMLA):** A US federal law that allows eligible employees to take unpaid, job-protected leave for specific family and medical reasons.

13. **Non-exempt Employees:** Are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

14. **Paid Time Off (PTO):** A type of leave granted to Hall County Government employees that may be used for sick and vacation purposes.

15. **Panel of Physicians**: A list of doctors pre-approved by an employer or their insurance company for treating employees injured on the job, ensuring access to appropriate medical care and compliance with state regulations.

16. **Premium:** An amount to be paid for an insurance policy by the employee.

17. **Probationary Period:** A trial period at the start of employment where an employer assesses a new employee's performance and suitability for the role. Hall County has a one (1) year probationary period for civil service employees.

18. **Qualifying Life Event (QLE):** Refers to a significant life change that allows individuals to enroll in or make changes to their health insurance outside of the standard open enrollment period.

19. **Span of Influence:** The range of people and situations that an individual can impact or influence, even if they don't have direct authority over them.

20. **Vested (Retirement Plan):** In a retirement plan for an employee, vesting means ownership of a portion, or all, of their employer contributed funds.

# SECTION 15:
# ACKNOWLEDGEMENTS

I hereby acknowledge receipt of the Hall County Employee Personnel Policies and Procedures Manual of Hall County ("Manual"). I understand and agree that it is my responsibility to read and comply with the policies in the Manual and become familiar with its contents. I understand that this Manual consists of general guidelines that may or may not be applied or followed in specific cases. This copy may not be the most current version. I acknowledge that a copy of the most current version of the Manual is available from the County's Director of HR. The current version maintained by the Director of HR is the official Manual.

**Purpose**

The information contained in this Manual is designed as an advisory guide to assist the County and our supervisors with the effective management of personnel and is not meant to address every conceivable situation or issue that arises in the workplace. The provisions and guidelines contained in this Manual are not binding on the County and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the County, in whole or in part, at any time, at the County's sole option, and without prior notice to employees. This Manual is not intended to cover every situation which may arise or to create specific policy to be applied in every instance. Instead, this Manual is intended only to provide general guidelines concerning personnel decisions. This Manual and any practice or policy of the County will be applied consistently with all applicable laws and regulations.

**Interpretation**

Interpretation of the policies and procedures contained in this Manual is governed by, and is the responsibility of, the County Administrator. Whenever clarification or assistance in interpretation is required, please contact the County Administrator.

**Employment-At-Will**

Nothing contained in this Manual is intended to create, comprise, or define, nor should it be construed to constitute, any type of oral or written employment contract, promise, or guarantee, express or implied, between the County and any one or all of its employees. Nothing in the Manual is intended to provide any assurance of continued employment. In the absence of a specific agreement to the contrary, authorized in writing by the County Administrator, employment with and compensation from the County are for no definite period of County and may be terminated by the County or the employee at any time, for any reason, with or without cause, and with or without notice. Any written or oral statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by prospective or existing employees. I further understand that the County's policies and procedures, including those described in any publication, letter, poster, handout, or other communication, are subject to suspension, modification, or elimination at any time, without notice.

_____

Employee’s Name in Print

_____

Signature of Employee

_____

Date Signed by Employee

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 484/2025

**SUBJECT:** Approve the acceptance of certain real property along the Spout Springs Road Phase I Project right-of-way from the Georgia Department of Transportation (GDOT); authorization for the Chairman to execute any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney. Commission District 1.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approval and authorization for the Chairman to execute any and all documents necessary to effectuate the transaction of the proposed Spout Springs Road Phase I project right-of-way from the Georgia Department of Transportation to Hall County, subject to review and approval by the County Attorney. Commission District 1.

**History:**

**Facts and Issues:**
Authorization allows the Chairman to execute documents finalizing the transfer of ROW property titles from GDOT to Hall County. No monetary transaction will occur and deeds/ plats have been recorded. This authorization is for formalizing the transaction.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | No |
| **Source of Funds** | |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |

**Is there a deadline for this item?**

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| WS | BN | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|
| JL | CR | JR |

---

**Attachments:**

Quitclaim Deed and Maintenance Agreement
Attachment - ROW Plans

Please record and return to:
Susan G. McCathran
Attorney at Law
Post Office Box 537
Georgetown, GA 39854

eFiled and eRecorded
DATE: 04/01/2025
TIME: 1:45 PM
DEED BOOK: 9631
PAGE: 120 - 198
FILING FEES: $25.00
TRANSFER TAX: $0.00
PT61: 069-2025-002060
RECORDED BY: CH
CLERK: Mark Pettitt
Hall County, GA

# GEORGIA DEPARTMENT OF TRANSPORTATION

## QUITCLAIM DEED AND MAINTENANCE AGREEMENT

GEORGIA, FULTON COUNTY

PROJECT NO.
P. I. NO. 0009679 PHASE I

THIS INDENTURE, made this 27th day of February, 2025, between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, party of the first part, and HALL COUNTY, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt of whereof is hereby acknowledged has bargained, sold and does by these presents bargain, sell, remise, release, and forever QUITCLAIM to the said party of the second part, his heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcels of land described on the attached plats; and

WHEREAS, the COUNTY and the DEPARTMENT agree that the COUNTY shall provide for proper maintenance of the roadway system that approaches, goes under, above or adjacent to Georgia Department of Transportation Highway Project Number **P.I.0009679** and will make ample provision for such maintenance on roads shown and indicated on attached plats.

"SEE ATTACHMENT"

Said project BEGINNING at station 191+05.00 on the centerline of Georgia Highway Project **P.I. 0009679** running to station 510+25.48.

TO HAVE AND TO HOLD the foregoing highlighted premises on the attached plat, together with all and singular the rights, privileges and appurtenances thereto, or in anywise appertaining, to the only proper use, benefit and behoof of the party of the second part, his heirs, and assigns, forever.

IN WITNESSETH WHEREOF, the party of the first part, acting by and through the Commissioner of the DEPARTMENT OF TRANSPORTATION, has hereunto caused the hand and seal of the DEPARTMENT OF TRANSPORTATION to be set to these presents the day and year first above written.

RECOMMENDED:

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

BY: _____
Russell R. McMurry, P.E.
Commissioner

ATTEST: _____
Angela Whitworth
Treasurer

Signed, Sealed and Delivered
this 28th day of February,
2025, in the presence of:

_____
Witness

_____
Notary Public

JULIA WATSON
NOTARY
My Comm. Expires
November 2, 2026
PUBLIC
JACKSON COUNTY, GEORGIA

R/W 1278B

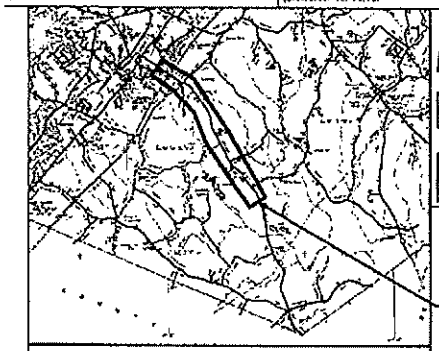
Rev 08-18-2022

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 1 | 111 |

# DEPARTMENT OF TRANSPORTATION
# STATE OF GEORGIA

## RIGHT OF WAY OF PROPOSED
## WIDENING AND RECONSTRUCTION SPOUT SPRINGS RD (CR 1287) BETWEEN THOMPSONS MILL RD AND HOG MOUNTAIN RD. OPERATIONAL IMPROVEMENTS BETWEEN HOG MOUNTAIN RD AND I-985 SOUTHBOUND ON/OFF RAMPS
## PHASE I

FEDERAL ROUTE * N/A
STATE ROUTE * N/A
P.I.NO. 0009679




LOCATION SKETCH

DESIGN DATA:
TRAFFIC A.D.T.: 20,600 (2020)
TRAFFIC A.D.T.: 34,350 (2040)
TRAFFIC D.H.V.: 3320 (2040)
DIRECTIONAL DIST: 63/37
% TRUCKS: 8.5 %
24 HR. TRUCKS %: 10%
SPEED DESIGN: 45 MPH

BEGIN RIGHT OF WAY ACQUISITION SPOUT SPRINGS ROAD PHASE I STA. 332+54.46

BEGIN PROJECT SPOUT SPRINGS RD PHASE I STA. 331+27.96 N 1505443.1617 E 2382655.5389

BEGIN CONSTRUCTION SPOUT SPRINGS RD PHASE I STA. 333+51.47 N 1505661.2894 E 2382606.7644

PROJECT MIDPOINT SPOUT SPRINGS RD PHASE I STA. 425+51.48 N 1513334.0648 E 2377829.1432

BEGIN LIMITED ACCESS STA. 507+57.30 70.15' LT N 1519781.5854 E 2373455.6116

END CONSTRUCTION STA. 518+67.12 N 1520451.3816 E 2372565.3289 MILE POST NO. 6.39

END PROJECT SPOUT SPRINGS RD STA. 519+75.00 N 1520511.5354 E 2372475.7756

END RIGHT OF WAY ACQUISITION SPOUT SPRINGS ROAD STA. 510+25.48

BEGIN LIMITED ACCESS STA. 507+52.86 45.43' RT N 1519877.6604 E 2373519.8457

SPOUT SPRINGS RD STA. 423+40.95 * GARDEN LN STA. 10+00.00

SPOUT SPRINGS RD STA. 442+15.69 * OAK RIDGE DR STA. 19+36.22

SPOUT SPRINGS RD STA. 447+49.99 * CAPRICE DR STA. 23+51.80

SPOUT SPRINGS RD STA. 414+93.27 * CAPITOLA FARM RD STA. 12+40.50

FLOWERY BRANCH CITY LIMITS

SPOUT SPRINGS RD STA. 370+90.59 * FEMS DRIVEWAY STA. 20+06.32

SPOUT SPRINGS RD STA. 361+62.95 * QUINCY DR CONN STA. 14+35.10

I-985

CMD 1270

CMD 392

HOLLAND DAM RD

PORTER RD

APPROX. LOCATION LAND LOT LINE

FLOWERY BRANCH CITY LIMITS

SPOUT SPRINGS RD STA. 498+30.66 * HOG MOUNTAIN RD STA. 15+13.62

8TH LAND DISTRICT

SPOUT SPRINGS RD STA. 469+88.33 * FOREST KROLL DR/CASTLEGATE DR STA. 12+59.99

SPOUT SPRINGS RD STA. 453+64.13 * CHRISTY LN STA. 10+00.00

SPOUT SPRINGS RD STA. 440+41.55 * IVY SPRINGS DR STA. 10+00.00

SPOUT SPRINGS RD STA. 428+19.62 * IRIS DR STA. 10+00.00

FLOWERY BRANCH CITY LIMITS

SPOUT SPRINGS RD STA. 399+33.22 * LAKE STERLING BLVD/ELIZABETH LN STA. 16+72.44

SPOUT SPRINGS RD STA. 387+39.19 * LOOPER LAKE DR STA. 13+28.61

SPOUT SPRINGS RD STA. 379+16.47 * GIGI DR STA. 14+41.57

SPOUT SPRINGS RD STA. 357+12.70 * UNION CIR STA. 10+00.00

UNION CIR STA. 12+54.60 * ELDERBERRY LN STA. 14+40.82

450'00

400'00

CONVENTIONAL SIGNS

- STATE OR COUNTY LINE
- CITY LIMIT LINE
- LAND LOT LINE
- PROPERTY LINE
- SURVEY OR BASE LINE
- RIGHT OF WAY LINE (EXISTING, REQUIRED, LIMIT OF ACCESS, PROP R/W & LIMIT OF ACCESS, R/W MARKERS)
- FENCE
- RAILROAD
- POWER LINE
- TELEPHONE LINE
- POWER POLES
- TELEPHONE OR TELEGRAPH POLES

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 UNO GRID/ZONE WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (UNVD) OF 1988.

NOTE 1: ALL REFERENCES IN THIS DOCUMENT WHICH INCLUDES ALL PAPERS, DRAWINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHS USED OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA," "STATE HIGHWAY DEPARTMENT," "GEORGIA STATE HIGHWAY DEPARTMENT," "HIGHWAY DEPARTMENT," OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

NOTE 2: SHEETS 2, 3 AND 10 - 44 HAVE BEEN REMOVED FROM THIS SET.

PLANS PREPARED BY

PAYNE STEELE, PE

UNDER THE SUPERVISION OF

APPROVED: OFFICE OF DESIGN — 12-15-16
TROY D. RIVERS, STATE RIGHT OF WAY ADMINISTRATOR — DATE

LOCATION AND DESIGN APPROVAL DATE: JUNE 5, 2016

PLANS COMPLETED DATE: APRIL 17, 2017

| REVISIONS | |
|---|---|
| 08/21/17 | 09/27/17 |
| 09/26/17 | 01/24/18 |
| 10/23/17 | 03/09/18 |
| 11/15/17 | 04/24/18 |
| 12/20/17 | 05/29/18 |
| 01/24/18 | 06/27/18 |
| 02/28/18 | 07/24/18 |
| 03/21/18 | 08/28/18 |
| 04/25/18 | 09/27/18 |
| 05/31/18 | |

| LENGTH OF RIGHT OF WAY PROJECT | COUNTY NO. 124 |
|---|---|
| | MILES |
| NET LENGTH OF RIGHT OF WAY | 3.37 |
| NET LENGTH OF BRIDGES | 0 |
| NET LENGTH OF EXCEPTIONS | 0 |
| GROSS LENGTH OF RIGHT OF WAY | 3.37 |

THIS PROJECT IS LOCATED 100% IN HALL COUNTY AND CONGRESSIONAL DISTRICT 9.

SCALE IN FEET
0 1200 2400 4000

PI# 0009679
HALL COUNTY

THE DATA, TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANY WAY INDICATED THEREIN, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.05 OF THE SPECIFICATIONS.

STV 100 Years

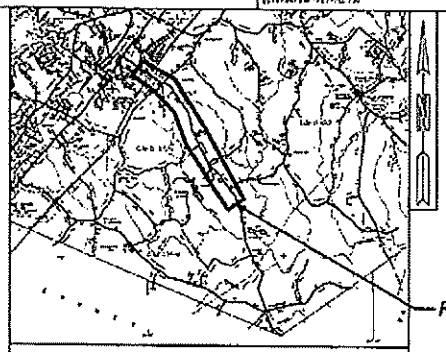
GEORGIA DEPARTMENT OF TRANSPORTATION

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 1 | 111 |

# DEPARTMENT OF TRANSPORTATION
# STATE OF GEORGIA

## RIGHT OF WAY OF PROPOSED
## WIDENING AND RECONSTRUCTION SPOUT SPRINGS RD (CR 1287) BETWEEN THOMPSONS MILL RD AND HOG MOUNTAIN RD. OPERATIONAL IMPROVEMENTS BETWEEN HOG MOUNTAIN RD AND I-985 SOUTHBOUND ON/OFF RAMPS
## PHASE I

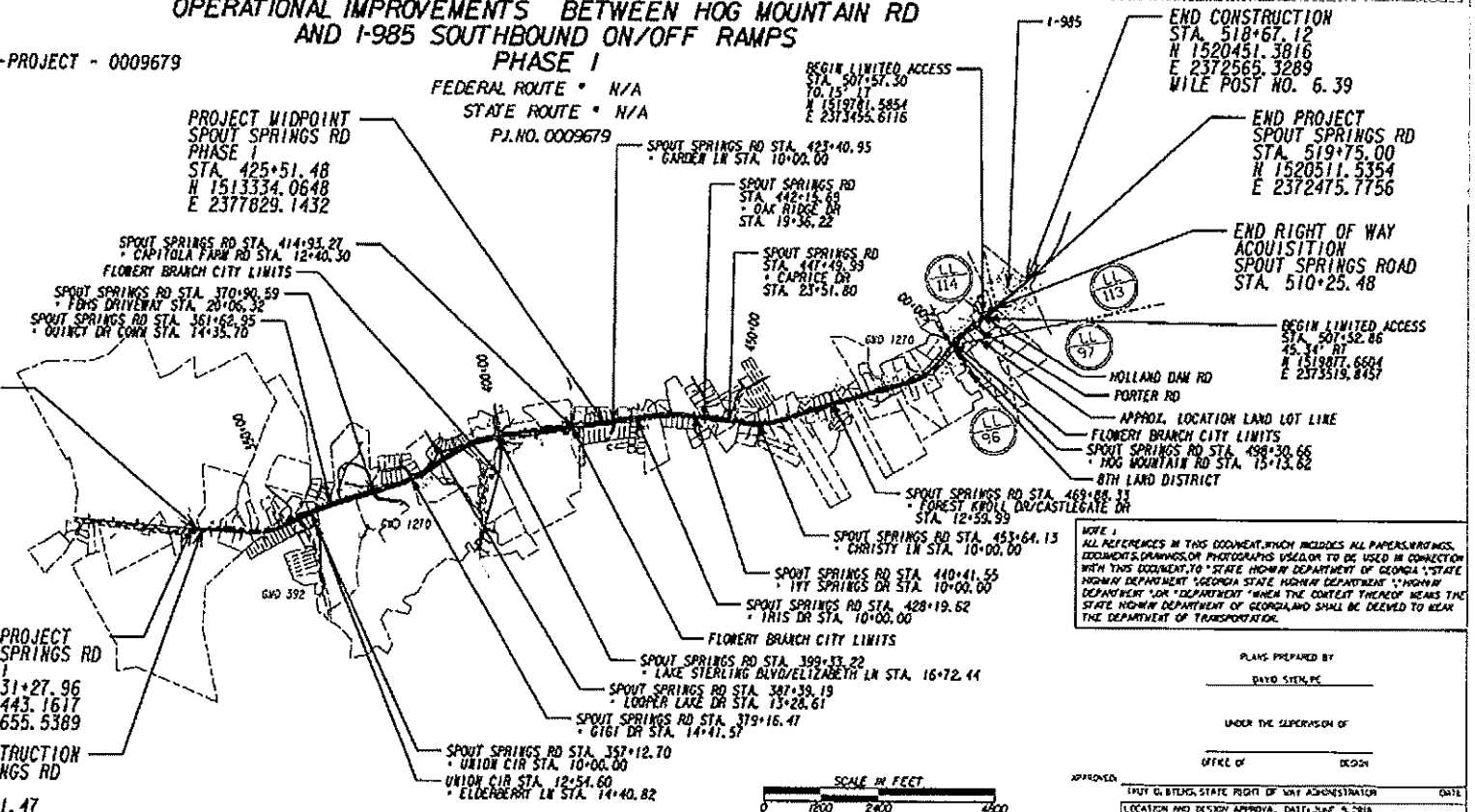
FEDERAL ROUTE * N/A
STATE ROUTE * N/A
P.I.NO. 0009679



LOCATION SKETCH

PROJECT - 0009679

DESIGN DATA:
TRAFFIC A.D.T.: 20,600 (2020)
TRAFFIC A.D.T.: 34,350 (2040)
TRAFFIC D.H.V.: 3320 (2040)
DIRECTIONAL DIST: 63/37
% TRUCKS: 8.5 %
24 HR. TRUCKS %: 10%
SPEED DESIGN: 45 MPH




SCALE IN FEET
0 1200 2400 4800

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1983 (WEST ZONE) AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

NOTE: SHEETS 8,9 AND 10 - 44 HAVE BEEN REMOVED FROM THIS SET.

NOTE 1
ALL REFERENCES IN THIS DOCUMENT, WHICH INCLUDES ALL PAPERS, WRITINGS, DOCUMENTS, DRAWINGS, OR PHOTOGRAPHICS USED, OR TO BE USED IN CONNECTION WITH THIS DOCUMENT, TO "STATE HIGHWAY DEPARTMENT OF GEORGIA", "STATE HIGHWAY DEPARTMENT", "GEORGIA STATE HIGHWAY DEPARTMENT", "HIGHWAY DEPARTMENT", OR "DEPARTMENT" WHEN THE CONTEXT THEREOF MEANS THE STATE HIGHWAY DEPARTMENT OF GEORGIA, AND SHALL BE DEEMED TO MEAN THE DEPARTMENT OF TRANSPORTATION.

PI* 0009679
HALL COUNTY

THE DATA TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE DEPARTMENT OF TRANSPORTATION IN ANY WAY. THE ATTENTION OF BIDDERS IS SPECIFICALLY DIRECTED TO SUBSECTIONS 102.04, 102.05, AND 104.03 OF THE SPECIFICATIONS.

STV 100 Years

GEORGIA
DEPARTMENT
OF
TRANSPORTATION

| LENGTH OF RIGHT OF WAY PROJECT | COUNTY NO. 139 |
|---|---|
| | MILES |
| NET LENGTH OF RIGHT OF WAY | 3.07 |
| NET LENGTH OF SERVICE | 0 |
| NET LENGTH OF EXCEPTIONS | 0 |
| GROSS LENGTH OF RIGHT OF WAY | 3.07 |

THIS PROJECT IS LOCATED WHOLLY IN HALL COUNTY AND CONGRESSIONAL DISTRICT 9.

CONVENTIONAL SIGNS

- STATE OR COUNTY LINE
- CITY LIMIT LINE
- LAND LOT LINE
- PROPERTY LINE
- SURVEY OR BASE LINE
- RIGHT OF WAY LINE: EXISTING; REQUIRED; LIMIT OF ACCESS; RECD R/W & LIMIT OF ACCESS; R/W MARKERS
- FENCE
- RAILROAD
- POWER LINE
- TELEPHONE LINE
- POWER POLES
- TELEPHONE OR TELEGRAPH POLES

PLANS PREPARED BY
DAVID STEIN, PE

UNDER THE SUPERVISION OF

OFFICE OF DESIGN

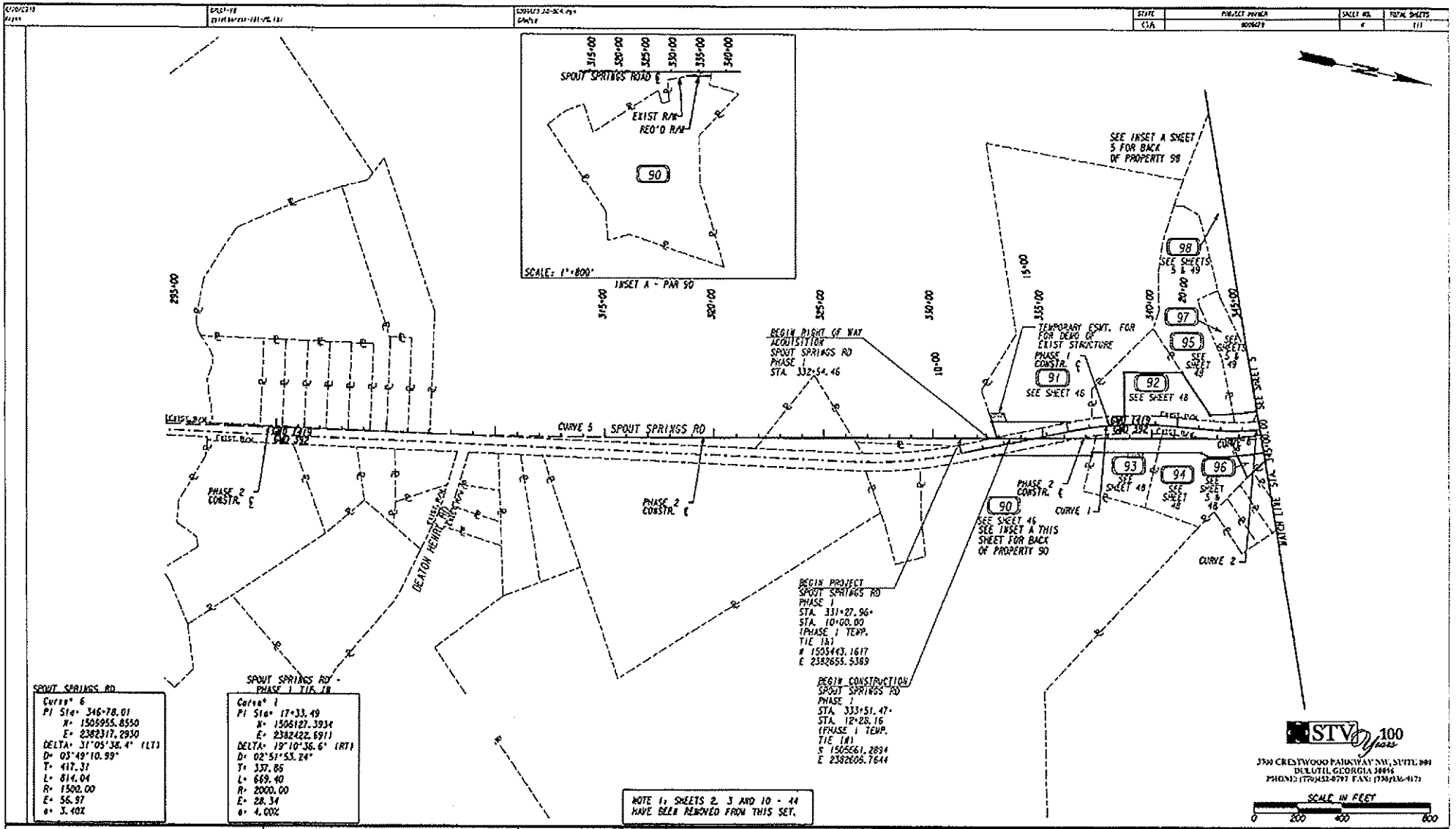
APPROVED

TROY G. BRICKS, STATE RIGHT OF WAY ADMINISTRATOR — DATE

LOCATION AND DESIGN APPROVAL, DATE: JUNE 4, 2018

PLANS COMPLETED DATE: APRIL 17, 2018

| REVISIONS | |
|---|---|
| 08/27/18 | 10/22/18 |
| 09/19/17 | 10/26/18 |
| 02/26/17 | 08/29/18 |
| 07/15/17 | 09/24/18 |
| 08/28/17 | 10/03/18 |
| 11/28/17 | 11/02/18 |
| 02/26/18 | 11/20/18 |
| 04/11/18 | 12/20/18 |
| 05/09/18 | 12/28/18 |
| 06/28/18 | |



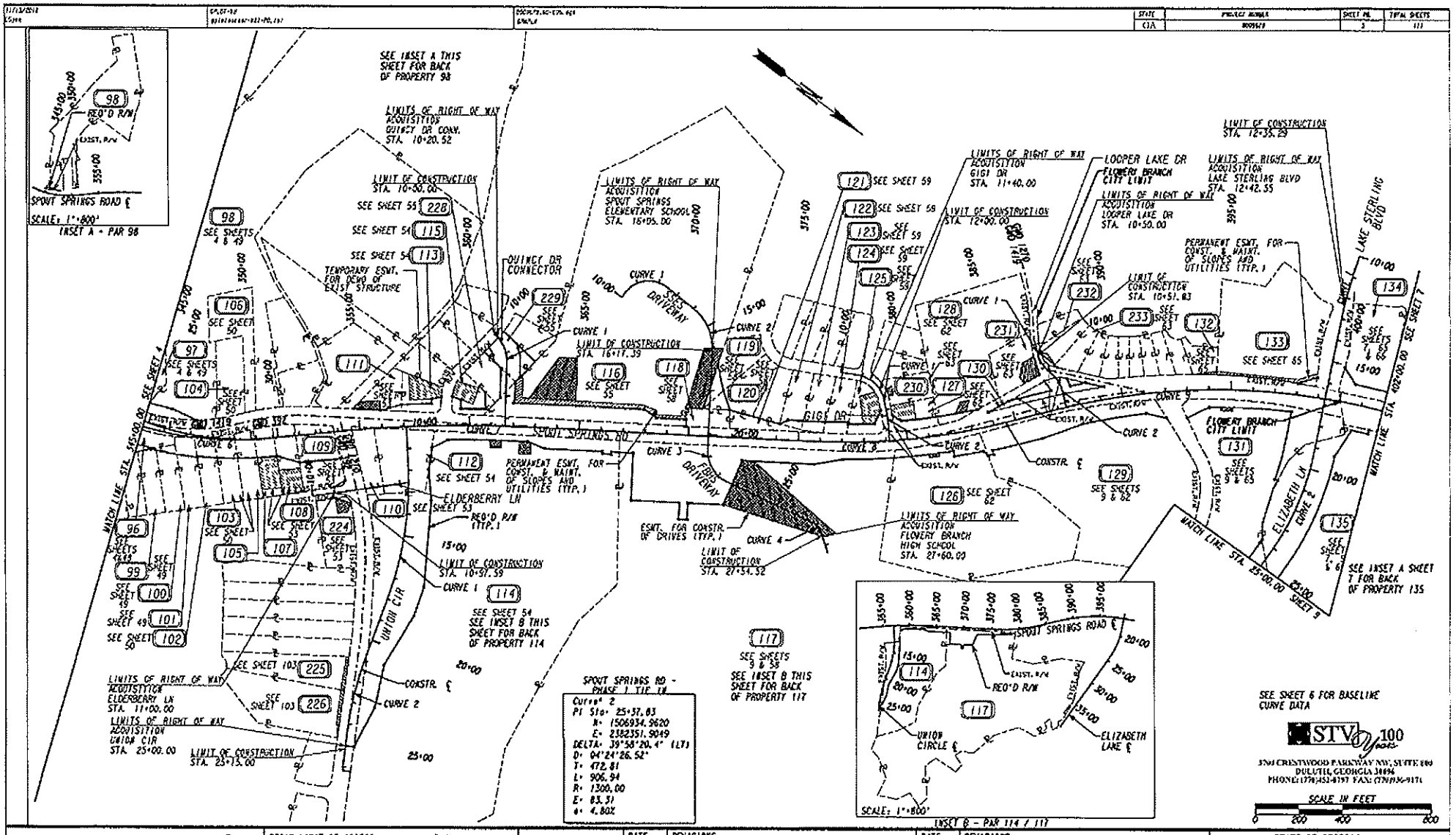

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 4 | 111 |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
DRAGGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/2016 | ADDED NOTE 1 AND REVISED BUFFER EASEMENT FOR PARCELS 91, 93-95, 97, 98 | 04/2016 | REVISED REQ'D R/W FOR PARCELS 95, 97, AND 98. |
| 05/2016 | REVISED PERMANENT EASEMENT ON PARCEL 91. ADDED PERMANENT EASEMENT ON PARCEL 93. | | |
| 05/2016 | REVISED DEMOLITION EASEMENTS ON PARCELS 91 AND 93 FROM PERMANENT TO TEMPORARY. | | |
| 07/2016 | REVISED LEGEND TO INCLUDE UTILITIES | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392
DATE 4/17/15 SH 4 OF 111




PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERTT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/31/16 | REVISED DRIVEWAY EASEMENT FROM PARCELS 97, 98, 104, 105. | 04/11/18 | REVISED REQ'D R/W AND PARCELS 97 AND 98. |
| 05/09/12 | REVISED TEMPORARY EASEMENT FOR CONSTRUCTION OF FENCE FROM PARCELS 123-125 AND 134. | | REVISED DEMOLITION EASEMENT AND ADDED R PARCELS TO PARCEL 228. |
| 03/31/17 | REVISED DEMOLITION EASEMENT ON PARCEL 228 FROM PERMANENT TO TEMPORARY. | 05/24/18 | ADDED DEMOLITION EASEMENTS TO PARCELS 108 & 111. REVISED DRIVEWAY AND |
| 07/19/17 | REVISED LEGEND AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES. | | ADDED DEMOLITION EASEMENTS EASEMENTS TO PARCELS 115 AND 117. |
| | | 10/05/18 | ADDED DEMOLITION EASEMENT TO PARCEL 115. |
| | | 11/13/18 | REVISED PERM. AND DEMO. EASEMENTS AND ADDED R PARCEL TO PARCEL 228. |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

# RIGHT OF WAY MAP

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392 / 1270
DATE 4/17/15 SH 5 OF 111

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0005679 | 6 | 111 |

### SPRINT SPRINGS RD

| Curve 6 | Curve 7 | Curve 8 | Curve 9 | Curve 10 | Curve 11 | Curve 12 |
|---|---|---|---|---|---|---|
| PI Sta: 346+78.01 | PI Sta: 358+26.26 | PI Sta: 382+22.25 | PI Sta: 394+85.78 | PI Sta: 409+93.96 | PI Sta: 435+77.82 | PI Sta: 455+49.91 |
| N: 1506955.86 | N: 1507800.51 | N: 1509596.04 | N: 1510496.85 | N: 1511522.96 | N: 1514263.82 | N: 1516208.40 |
| E: 2382317.29 | E: 2381509.79 | E: 2380242.11 | E: 2379080.34 | E: 2378488.84 | E: 2377394.48 | E: 2377043.43 |
| DELTA: 31°05'38.4" (LT) | DELTA: 08°28'09.7" (RT) | DELTA: 16°58'56.2" (LT) | DELTA: 29°41'02.3" (RT) | DELTA: 02°31'47.1" (LT) | DELTA: 14°45'23.9" (RT) | DELTA: 27°25'59.0" (LT) |
| D: 03°49'10.99" | D: 00°57'17.75" | D: 01°54'35.45" | D: 01°54'35.45" | D: 00°13'45.06" | D: 02°07'19.44" | D: 03°10'59.16" |
| T: 417.31 | T: 414.26 | T: 447.86 | T: 754.99 | T: 552.00 | T: 351.23 | T: 439.30 |
| L: 814.04 | L: 886.91 | L: 889.16 | L: 1554.25 | L: 1103.81 | L: 658.53 | L: 861.76 |
| R: 1500.00 | R: 6000.00 | R: 3000.00 | R: 3000.00 | R: 25000.00 | R: 2700.00 | R: 1800.00 |
| E: 56.97 | E: 18.43 | E: 33.25 | E: 103.55 | E: 6.09 | E: 22.75 | E: 52.83 |
| e: 3.40% | e: N/A | e: 2.40% | e: 2.40% | e: N/A | e: 2.60% | e: 3.00% |

### QUINCY DRIVE CONNECTOR

| Curve 1 |
|---|
| PI Sta: 10+82.61 |
| N: 1507864.42 |
| E: 2381024.28 |
| DELTA: 47°31'49.7" (RT) |
| D: 37°22'19.24" |
| T: 67.59 |
| L: 127.32 |
| R: 153.31 |
| E: 14.24 |
| e: N/A |

### UNION CR

| Curve 1 | Curve 2 |
|---|---|
| PI Sta: 14+85.85 | PI Sta: 22+56.52 |
| N: 1508049.78 | N: 1508276.14 |
| E: 2381964.17 | E: 2382106.34 |
| DELTA: 22°54'10.0" (RT) | DELTA: 12°47'58.9" (LT) |
| D: 3°49'10.99" | D: 3°49'10.99" |
| T: 303.85 | T: 168.25 |
| L: 599.59 | L: 335.10 |
| R: 1500.00 | R: 1500.00 |
| E: 30.47 | E: 9.41 |
| e: 4.60% | e: 4.60% |

### FOOS DRIVEWAY

| Curve 1 | Curve 2 | Curve 3 | Curve 4 |
|---|---|---|---|
| PI Sta: 11+66.59 | PI Sta: 15+16.19 | PI Sta: 21+70.59 | PI Sta: 27+12.81 |
| N: 1508130.34 | N: 1508542.12 | N: 1508929.77 | N: 1509482.09 |
| E: 2380356.65 | E: 2380364.78 | E: 2380813.71 | E: 2380791.61 |
| DELTA: 92°20'15.0" (RT) | DELTA: 53°38'21.9" (RT) | DELTA: 67°14'15.6" (LT) | DELTA: 47°33'21.6" (RT) |
| D: 43°24'21.82" | D: 24°22'52.26" | D: 38°11'49.87" | D: 52°05'13.50" |
| T: 137.50 | T: 118.81 | T: 99.73 | T: 48.58 |
| L: 212.73 | L: 229.00 | L: 176.03 | L: 91.49 |
| R: 132.00 | R: 235.00 | R: 150.00 | R: 110.00 |
| E: 58.60 | E: 28.33 | E: 30.13 | E: 10.25 |
| e: N/A | e: N/A | e: N/A | e: N/A |

### CICI CR

| Curve 1 | Curve 2 |
|---|---|
| PI Sta: 11+81.68 | PI Sta: 13+54.13 |
| N: 1509250.12 | N: 1509439.50 |
| E: 2380092.29 | E: 2380222.37 |
| DELTA: 69°46'26.0" (RT) | DELTA: 07°11'26.4" (RT) |
| D: 39°30'51.55" | D: 14°15'26.20" |
| T: 101.10 | T: 25.13 |
| L: 174.58 | L: 50.20 |
| R: 145.00 | R: 400.00 |
| E: 31.77 | E: 0.79 |
| e: N/A | e: N/A |

### LOOPER LAKE DR

| Curve 1 | Curve 2 |
|---|---|
| PI Sta: 10+89.63 | PI Sta: 12+08.85 |
| N: 1509820.32 | N: 1509943.71 |
| E: 2375587.85 | E: 2379593.66 |
| DELTA: 39°37'42.3" (LT) | DELTA: 36°01'10.6" (RT) |
| D: 38°11'49.87" | D: 38°11'49.87" |
| T: 53.90 | T: 48.17 |
| L: 103.49 | L: 94.30 |
| R: 150.00 | R: 150.00 |
| E: 9.39 | E: 7.73 |
| e: N/A | e: N/A |

### LAKE STERLING BLVD

| Curve 1 |
|---|
| PI Sta: 11+76.95 |
| N: 1510731.60 |
| E: 2378494.96 |
| DELTA: 06°23'54.5" (LT) |
| D: 03°49'10.99" |
| T: 83.84 |
| L: 167.51 |
| R: 1500.00 |
| E: 2.34 |
| e: N/A |

### ELIZABETH LN

| Curve 2 |
|---|
| PI Sta: 21+71.51 |
| N: 1511169.65 |
| E: 2379358.05 |
| DELTA: 23°40'32.7" (RT) |
| D: 06°45'28.73" |
| T: 251.52 |
| L: 495.86 |
| R: 1200.00 |
| E: 26.08 |
| e: 3.80% |

### CAPITOLA FARM RD

| Curve 1 |
|---|
| PI Sta: 11+58.31 |
| N: 1512340.75 |
| E: 2378232.70 |
| DELTA: 17°15'35.6" (LT) |
| D: 15°26'36.98" |
| T: 36.57 |
| L: 72.91 |
| R: 371.00 |
| E: 1.80 |
| e: N/A |

### GARDEN LN

| Curve 1 |
|---|
| PI Sta: 11+24.39 |
| N: 1513156.92 |
| E: 2378030.99 |
| DELTA: 37°09'58.3" (RT) |
| D: 28°38'52.40" |
| T: 67.24 |
| L: 129.73 |
| R: 200.00 |
| E: 11.00 |
| e: N/A |

### IRIS DR

| Curve 1 |
|---|
| PI Sta: 11+98.11 |
| N: 1513660.87 |
| E: 2377895.05 |
| DELTA: 12°14'27.9" (RT) |
| D: 19°05'54.94" |
| T: 32.17 |
| L: 64.09 |
| R: 300.00 |
| E: 1.72 |
| e: N/A |

### IVY SPRINGS DR

| Curve 1 |
|---|
| PI Sta: 12+37.65 |
| N: 1514766.25 |
| E: 2377545.27 |
| DELTA: 39°46'04.2" (LT) |
| D: 22°55'03.92" |
| T: 50.42 |
| L: 121.58 |
| R: 250.00 |
| E: 15.85 |
| e: N/A |

### OAK RIDGE DR

| Curve 1 |
|---|
| PI Sta: 15+65.21 |
| N: 1514828.01 |
| E: 2376507.13 |
| DELTA: 39°08'26.5" (RT) |
| D: 19°05'54.94" |
| T: 106.65 |
| L: 204.94 |
| R: 300.00 |
| E: 18.39 |
| e: 5.80% |

### CAPRICE DR

| Curve 1 | Curve 2 |
|---|---|
| PI Sta: 13+61.46 | PI Sta: 17+19.18 |
| N: 1515683.86 | N: 1515402.74 |
| E: 2376309.35 | E: 2376531.08 |
| DELTA: 8°58'29.9" (RT) | DELTA: 53°21'05.3" (LT) |
| D: 5°43'45.48" | D: 19°05'54.94" |
| T: 78.48 | T: 150.73 |
| L: 156.64 | L: 279.35 |
| R: 1000.00 | R: 300.00 |
| E: 3.07 | E: 35.74 |
| e: 3.60% | e: 5.80% |

### MALIBU RIDGE DR

| Curve 1 |
|---|
| PI Sta: 11+85.64 |
| N: 1515479.35 |
| E: 2376420.57 |
| DELTA: 6°24'24.2" (RT) |
| D: 11°27'32.96" |
| T: 27.98 |
| L: 55.91 |
| R: 500.00 |
| E: 0.78 |
| e: N/A |

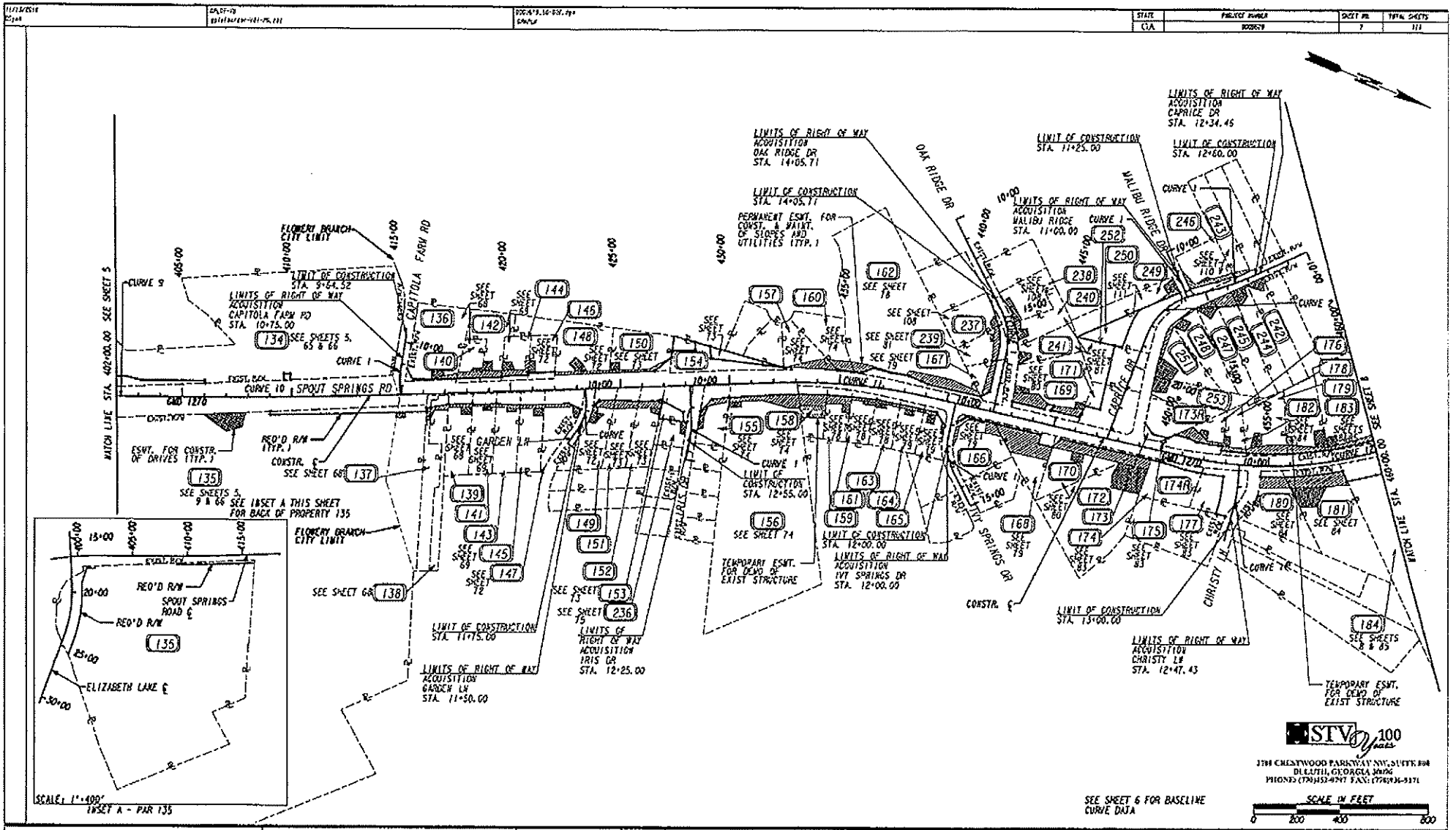
### CHRISTY LN

| Curve 1 |
|---|
| PI Sta: 11+42.07 |
| N: 1516067.55 |
| E: 2377193.47 |
| DELTA: 12°02'48.3" (RT) |
| D: 07°38'21.97" |
| T: 79.14 |
| L: 157.59 |
| R: 750.00 |
| E: 4.16 |
| e: N/A |


STV 100 Years
3200 CHASTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)822-0747 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CMD: N/A
DATE 4/17/15 SH 6 OF 111




STV 100 years

3200 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-8797 FAX: (770)931-9171

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 05/15/17 | REVISED TEMPWORK EASEMENT TO CONSTRUCT FENCE FROM PARCELS 134, | 10/20/17 | REVISED PERM. EASEMENT AND REVISED DRAINAGE EASEMENT ON PARCEL 210. |
| 05/30/17 | REVISED RESOLUTION EASEMENTS ON PARCELS 153, 154, 158, 172, AND 182 FROM | | REVISED RESOLUTION EASEMENT AND ADDED A PARCEL TO PARCEL 153. |
| | PERMANENT TO TEMPORARY. | 04/11/18 | REVISED RESOLUTION EASEMENTS AND ADDED 4 PARCELS TO PARCELS 154 AND 250. |
| 07/05/17 | REVISED LEGEND AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES | | REVISED PERMANENT EASEMENT AND REVISED NEW R/W ON PARCEL 134. |
| 10/26/17 | ADDED NEW R/W TO PARCEL 245. REVISED PERM. EASEMENT ON PARCEL 246. | 05/24/18 | REVISED DRIVEWAY AND DRAINAGE EASEMENT, AND REVISED PERM. EASEMENT ON |
| | | | PARCEL 166. REVISED EASEMENTS AND ADDED A PARCEL TO PARCEL 174. |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0009679
COUNTY: FULL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 7 OF 111

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0009679 | 7A | 111 |

| DATE | DRAWING NO. | REVISION |
|---|---|---|
| 11/13/18 | SA-107 | REMOVED PERM. AND TEMP. EASEMENTS AND ADDED R PARCEL TO PARCEL 113. |

| DATE | DRAWING NO. | REVISION |
|---|---|---|

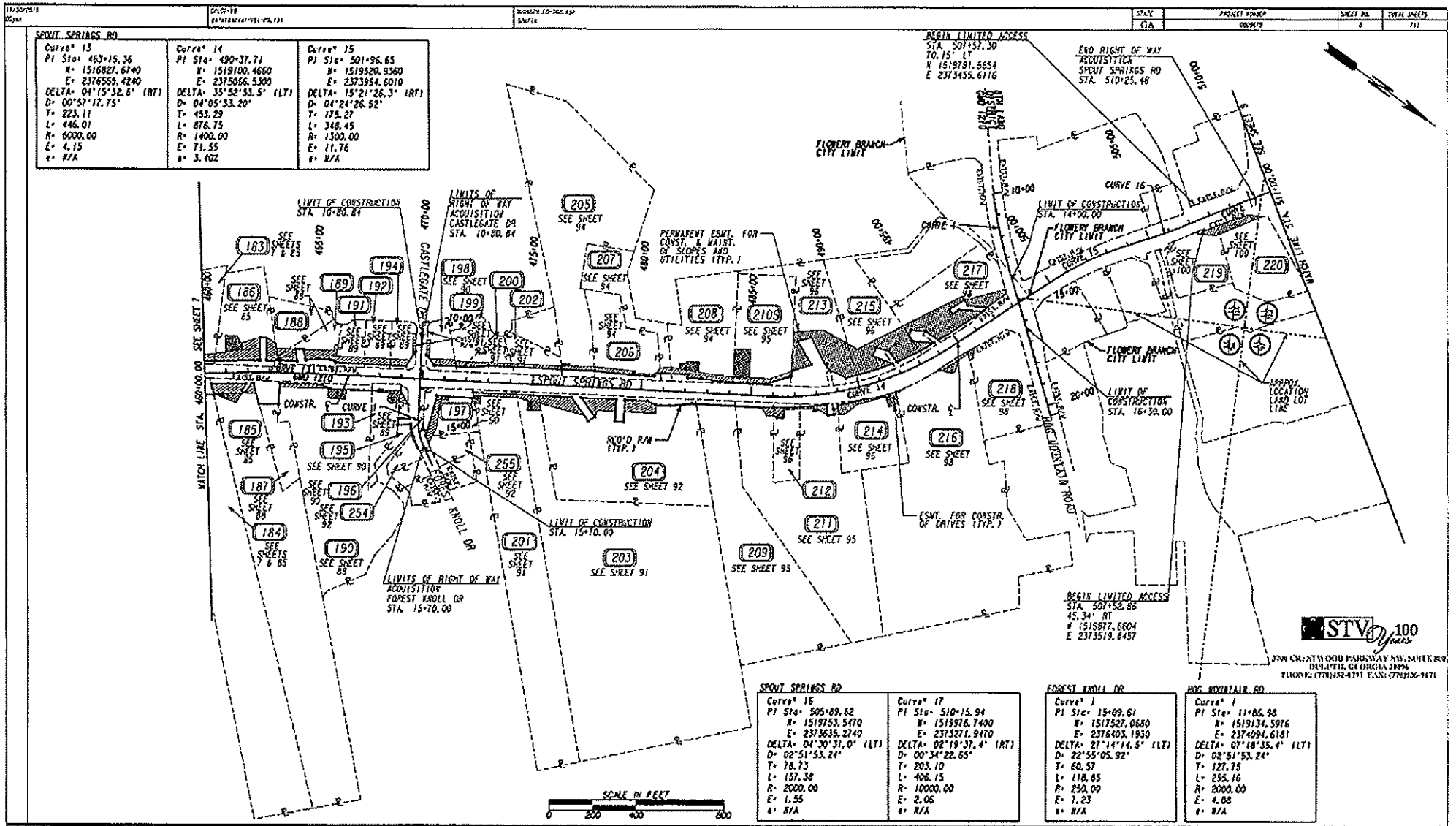
| DATE | REVISIONS |
|---|---|
| 11/13/18 | ADDED SHEET SA-107A. |

| DATE | REVISIONS |
|---|---|

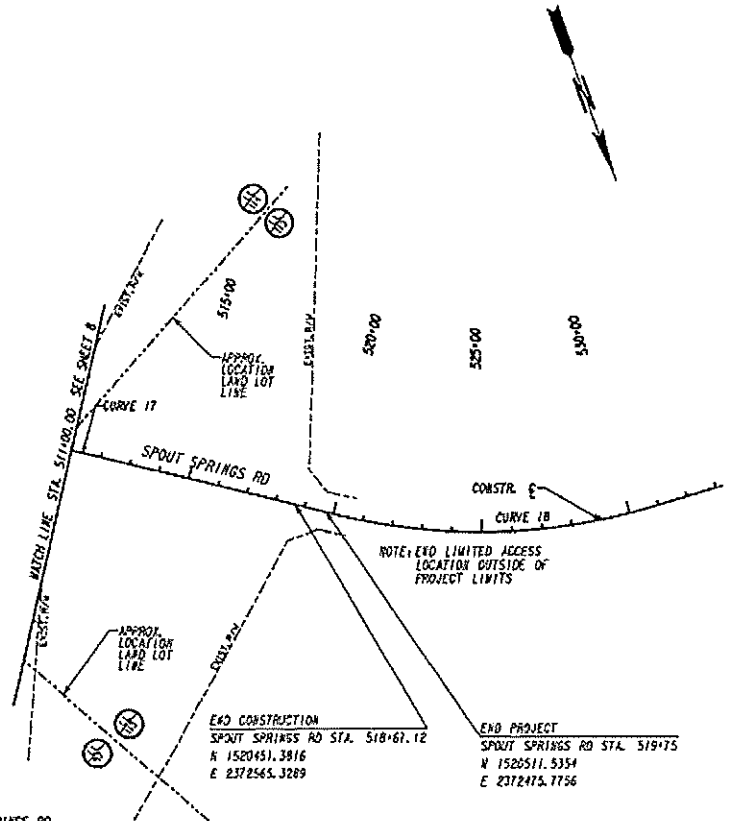
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CWD: 1270
DATE 4/17/15 SH 7A OF 111

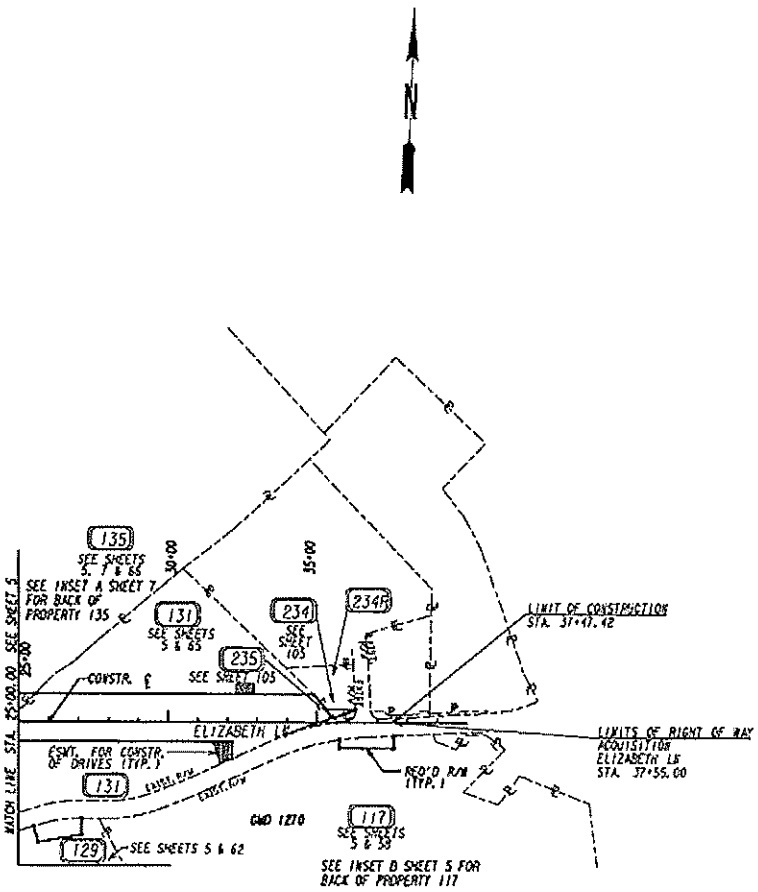

SPOUT SPRINGS RD
Curve# 13
PI Sta= 463+15.36
N= 1516827.6740
E= 2376555.4240
DELTA= 04°15'32.6" (RT)
D= 00°57'17.75'
T= 223.11
L= 446.01
R= 6000.00
E= 4.15
e= N/A
Curve# 14
PI Sta= 490+37.71
N= 1519100.4660
E= 2375056.5300
DELTA= 35°52'53.5" (LT)
D= 04°05'33.20'
T= 453.29
L= 876.75
R= 1400.00
E= 71.55
e= 3.402
Curve# 15
PI Sta= 501+96.65
N= 1519520.9360
E= 2373954.6010
DELTA= 15°21'26.3" (RT)
D= 04°24'26.52'
T= 175.27
L= 348.45
R= 1300.00
E= 11.76
e= N/A
BEGIN LIMITED ACCESS
STA. 507+57.30
70.15' LT
N 1519781.5854
E 2373455.6176
END RIGHT OF WAY ACQUISITION
SPOUT SPRINGS RD
STA. 510+25.48
FLOWERY BRANCH CITY LIMIT
LIMIT OF CONSTRUCTION
STA. 10+80.84
LIMITS OF RIGHT OF WAY ACQUISITION
CASTLEGATE DR
STA. 10+80.84
PERMANENT ESMT. FOR CONST. & MAINT. OF SLOPES AND UTILITIES (TYP.)
CASTLEGATE DR
SPOUT SPRINGS RD
CURVE 14
CURVE 15
CURVE 16
CONSTR. ℄ CURVE
REQ'D R/W (TYP.)
LIMIT OF CONSTRUCTION
STA. 15+10.00
LIMITS OF RIGHT OF WAY ACQUISITION
FOREST KNOLL DR
STA. 15+70.00
FOREST KNOLL DR
HOG MOUNTAIN RD
ESMT. FOR CONSTR. OF DRIVES (TYP.)
LIMIT OF CONSTRUCTION
STA. 14+00.00
LIMIT OF CONSTRUCTION
STA. 16+30.00
APPROX. LOCATION LAND LOT LINE
BEGIN LIMITED ACCESS
STA. 509+52.86
45.34' RT
N 1519877.6604
E 2373519.8457
MATCH LINE STA. 460+00.00 SEE SHEET 7
MATCH LINE STA. 510+00.00 SEE SHEET 9
SCALE IN FEET
0 200 400 800
SPOUT SPRINGS RD
Curve# 16
PI Sta= 505+89.62
N= 1519753.5470
E= 2375635.2740
DELTA= 04°30'31.0" (LT)
D= 02°51'53.24"
T= 78.73
L= 157.38
R= 2000.00
E= 1.55
e= N/A
Curve# 17
PI Sta= 510+15.94
N= 1519916.7400
E= 2373271.9470
DELTA= 02°19'37.4" (RT)
D= 00°34'22.65"
T= 203.10
L= 406.15
R= 10000.00
E= 2.05
e= N/A
FOREST KNOLL DR
Curve# 1
PI Sta= 15+09.61
N= 1517527.0680
E= 2376403.1930
DELTA= 27°14'14.5" (LT)
D= 22°55'05.92"
T= 60.57
L= 118.85
R= 250.00
E= 7.23
e= N/A
HOG MOUNTAIN RD
Curve# 1
PI Sta= 11+86.98
N= 1519134.5976
E= 2374094.6181
DELTA= 07°18'35.4" (LT)
D= 02°51'53.24"
T= 127.75
L= 255.16
R= 2000.00
E= 4.08
e= N/A
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA = ENV. SENSITIVE AREA
(SEE ERTT 04-002 - 04-003)
DATE REVISIONS
9/19/17 REVISED LIMITED AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES.
10/11/16 REVISED PERM. EASEMENTS AND REVISED REQ'D R/W ON PARCEL 196.
REVISED REQ'D R/W AND PERM. EASEMENTS ON PARCEL 196.
10/24/16 REVISED PARCEL 230 TO 230S.
11/30/16 REVISED DRIVEWAY EASEMENT ON PARCEL 230S.
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: 96 / 114
LAND DISTRICT: 8
GMD: 1270
DATE 4/17/15 SH 8 OF 111
STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 850
DULUTH, GEORGIA 30096
PHONE: (770)452-4791 FAX: (770)936-9171

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 9 | 111 |




SPOUT SPRINGS RD

| Curve 17 | Curve 18 |
|---|---|
| PI Sta: 510+15.91 | PI Sta: 525+65.17 |
| N: 1519976.7400 | N: 1520840.6140 |
| E: 2373271.9470 | E: 2371985.8630 |
| DELTA: 02°19'37.4" (RT) | DELTA: 30°54'39.6" (LT) |
| D: 00°34'22.65" | D: 02°51'53.24" |
| T: 203.10 | T: 552.93 |
| L: 406.15 | L: 1078.91 |
| R: 10000.00 | R: 2000.00 |
| E: 2.06 | E: 75.03 |
| e: NORMAL CROWN | e: MATCH EXIST |





STV 100 YEARS
3200 CRESTWOOD PARKWAY NW, SUITE 900
DULUTH, GEORGIA 30096
PHONE: (770)822-8777 FAX: (770)936-5471


SCALE IN FEET
0 200 400 800

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)
REMOVE PAVEMENT, GRADE TO DRAIN, & GRASS

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 12/19/18 | REVISED LEGEND AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES | | |
| 09/04/18 | AREA REVOLUTION EXHIBIT TO PARCEL 234 | | |
| 12/19/18 | REVISED REM. AND PERM. EASEMENTS AND ADDED R PARCEL TO PARCEL 234 | | |

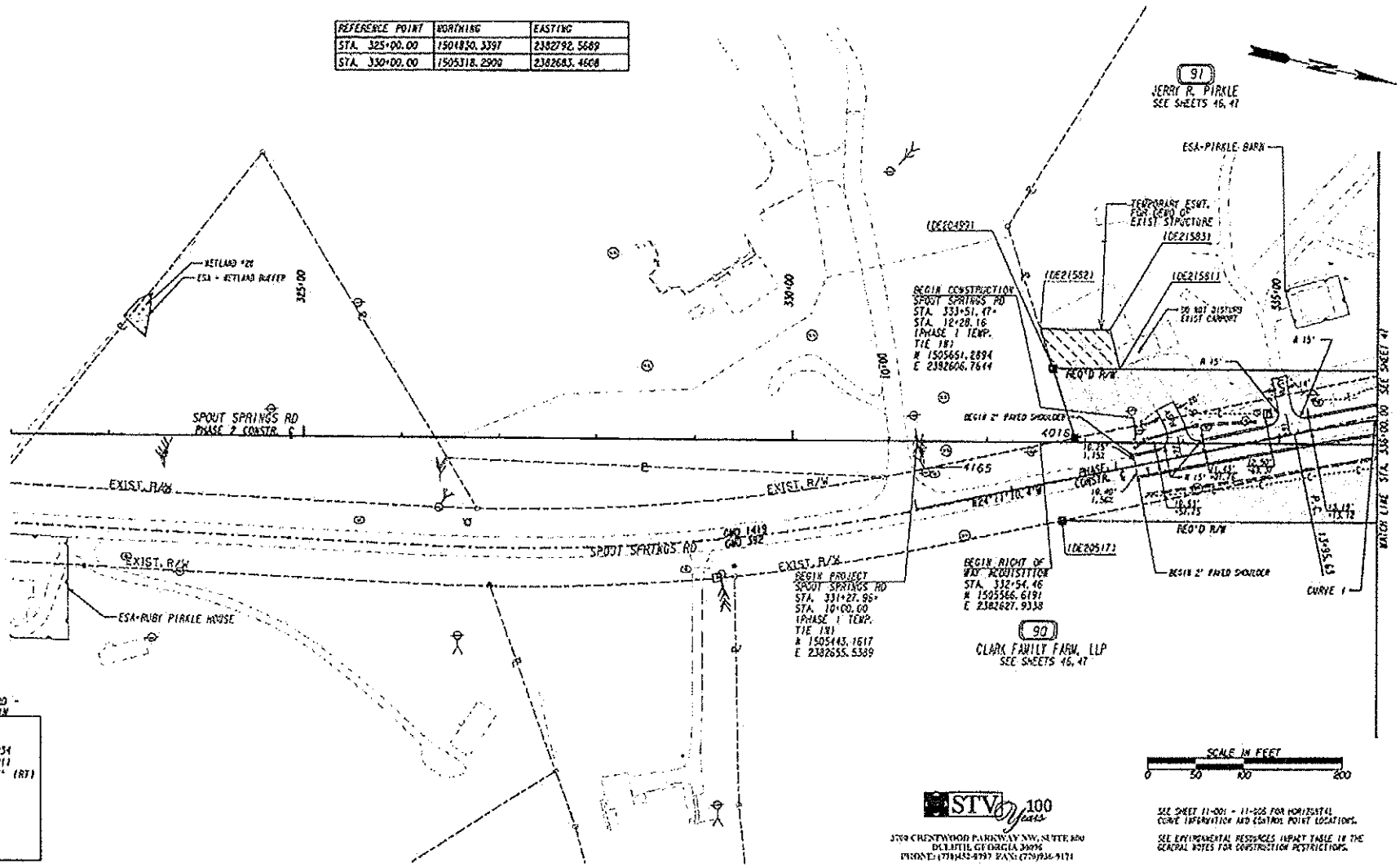
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: 56/114 (LEFT PANEL ONLY)
LAND DISTRICT: 8 (LEFT PANEL ONLY)
GMD: 1270 (RIGHT PANEL ONLY)
DATE 4/17/15 SH 9 OF 111

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0006579 | 45 | 111 |

| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| STA. 325+00.00 | 1504830.3397 | 2382792.5689 |
| STA. 330+00.00 | 1505318.2909 | 2382683.4608 |




SPOUT SPRINGS RD - PHASE 1 TIE IN

Curve 1
PI Sta= 17+33.49
N= 1506127.3954
E= 2382422.6911
DELTA= 19°10'36.6" (RT)
D= 02°51'55.24"
T= 337.66
L= 669.40
R= 2000.00
E= 28.34
e= 4.002

SEE SHEET 11-001 - 11-205 FOR HORIZONTAL CURVE INFORMATION AND CONTROL POINT LOCATIONS.

SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN THE GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.


STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)432-0999 FAX: (770)936-9171


PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/21/15 | REVISED DRIVEWAY EASEMENT FROM PARCEL 91 | | |
| 10/30/15 | REVISED PERMANENT EASEMENT ON PARCEL 91. ADDED DO NOT DISTURB NOTE TO PARCEL 91. | | |
| 12/31/15 | REVISED ACQUISITION EASEMENT ON PARCEL 91 FROM PERMANENT TO TEMPORARY. | | |
| 12/31/15 | REVISED LEGEND TO INCLUDE UTILITIES | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0006579
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1419 / 392
DATE: 4/17/15 SH 45 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 46 | 111 |

## (90) CLARK FAMILY FARM, LLP
SEE SHEETS 45, 47

## (91) JERRY R. PIRKLE
SEE SHEETS 45, 47

| PARCEL | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 0009679 | 30.00 ft RT | 335+76.99 | GA Spout Springs Road |
| | 30.00 ft RT | N 21°13'31.8" W | |
| 4982 | 5.53 ac | 339+23.83 | GA Spout Springs Road |

AREA (ENTIRE) = 119.83
CURVE DATA = N 79° 10' 25.4" W
LINE DATA = 119.65
RADIUS = 1910.08
DELTA = 3°26'17.7"
4983 14.39 ac 339+83.39 GA Spout Springs Road
5.56 S 88°27'41.9" E
0009676 80.30 ft 339+25.69 GA Spout Springs Road
140.72 S 12°36'15.4" E
0009677 80.30 ft 339+77.4 GA Spout Springs Road
AREA R/W = 12,641.59 SF
AREA R/W = 0.503 ACRES
AREA REMAIN = +/- 116 ACRES

| PARCEL | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 0009678 | 75.00 ft LT | 338+24.86 | GA Spout Springs Road |

AREA TAKING = 11.33
CURVE DATA = S 24° 19' 28.7" E
LINE DATA = 11.12
RADIUS = 2542.96
DELTA = 3°49'13.8"
4986 12.14 ac 339+12.16 GA Spout Springs Road
108.59 S 24°34'35.9" E
4986 4.45 ac 339+26.73 GA Spout Springs Road
P.C.C.S. S 32°42'54.7" W
0009699 75.00 ft LT 339+47.31 GA Spout Springs Road
258.64 N 12°36'15.4" W
0009678 75.00 ft LT 339+24.8 GA Spout Springs Road
AREA R/W = 19,616.22 SF
AREA R/W = 0.695 ACRES
AREA REMAIN = +/- 118 ACRES

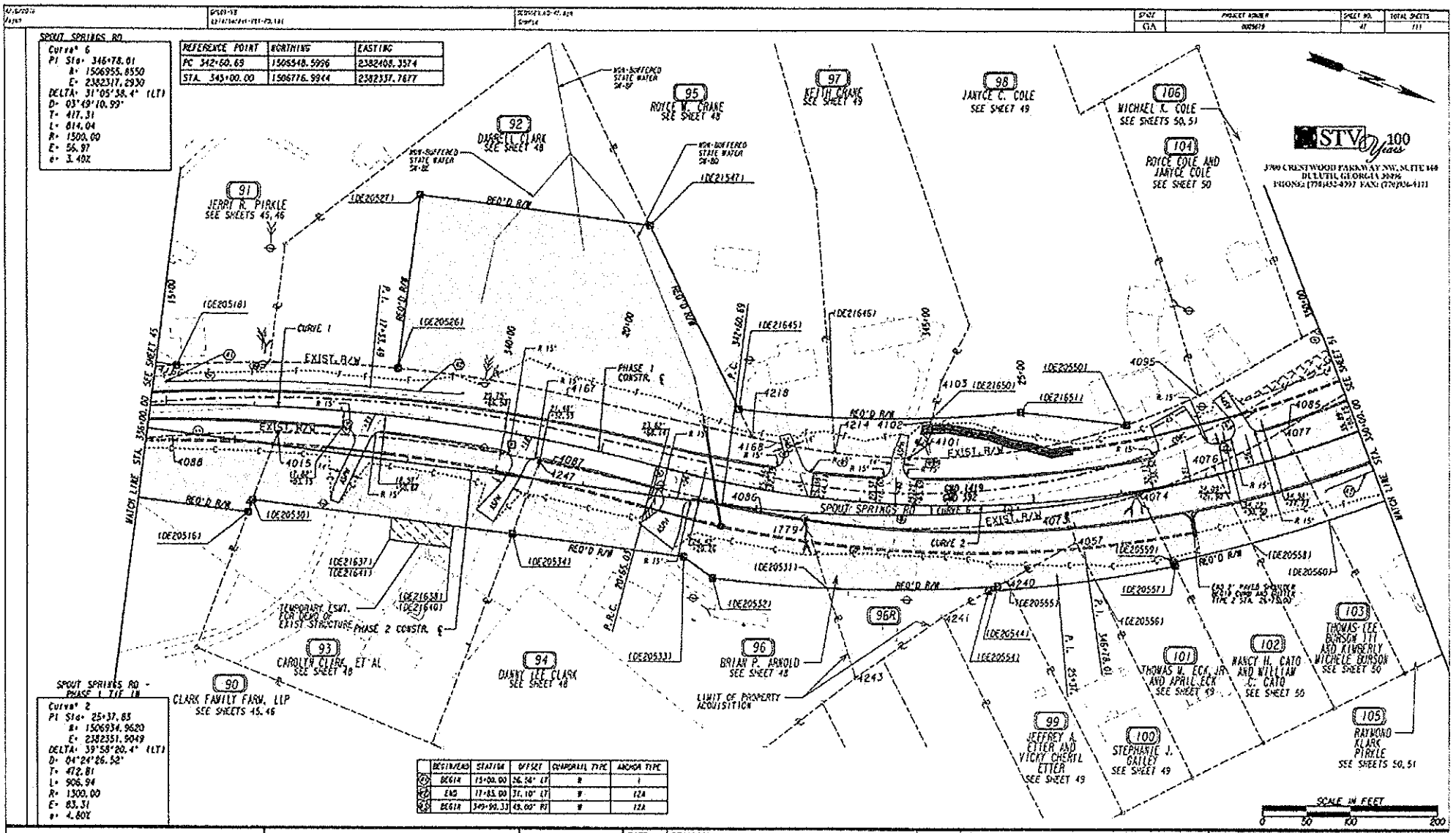
| PARCEL - PAR 0009697 | COUNTY FOR ROAD, OF DIST. STRUCTURE | | 0009674 |
|---|---|---|---|
| PAT | OFFSET / DIST | STATION / ALIGNMENT | ALIGNMENT |
| 0009681 | 75.00 ft LT | 338+04.98 | GA Spout Springs Road |
| | 77.19 | S 12°36'15.4" E | |
| 0009683 | 75.00 ft LT | 338+40.71 | GA Spout Springs Road |
| | 41.99 | S 32°42'54.7" W | |
| 0009682 | 115.00 ft LT | 338+44.96 | GA Spout Springs Road |
| | 28.54 | N 12°36'15.4" W | |
| 0009681 | 115.00 ft LT | 337+04.98 | GA Spout Springs Road |
| | 48.98 | N 12°23'44.5" E | |
| 0009681 | 75.00 ft LT | 337+46.9 | GA Spout Springs Road |

AREA (RIGHT) = 2,546.52 SF
AREA (LEFT) = 0.017 ACRES


STV 100 Years
3715 CRESTWOOD PARKWAY NW, SUITE, B-6
DULUTH, GEORGIA 30096
PHONE: (770)452-0747 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/24/16 | REMOVED ENTRANCE EASEMENT FROM PARCEL 91 | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1415 / 398
DATE 4/17/15 SH 46 OF 111




PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/20/16 | REMOVED DRIVEWAY EASEMENT FROM PARCELS 94, 95, 96, 101, 106. | | |
| 09/09/16 | ADDED PERMANENT EASEMENT ON PARCEL 93. | | |
| 08/08/16 | REVISED ACQUISITION EASEMENT ON PARCEL 93 FROM PERMANENT TO TEMPORARY. | | |
| 07/29/16 | REVISED LEGEND TO INCLUDE UTILITIES. | | |
| 11/30/15 | ADDED PARCEL 96R. | | |
| 04/17/15 | REVISED ROW & R/W ON PARCELS 95, 97, AND 98. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1419 / 392
DATE: 4/17/15 SH 47 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 48 | 111 |

## 92 DARRELL CLARK
SEE SHEET 47

REQD R/W - PAR 92/SH211 REQ'D R/W DE20190

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4212 | 60.19 L<br>206.82 | 342+26.36<br>S 7°28'21.5" E | C/L Spout Springs Road |
| 4167 | 59.79 L | 340+88.95 | C/L Spout Springs Road |
| ARC LENGTH - 194.15 | | | |
| CHORD BEAR - S 11°55'11.9" E | | | |
| LATH CHORD - 194.06 | | | |
| RADIUS - 1540.05 | | | |
| DEGREE - 3°43'13.8" | | | |
| DE20526 | 104.65 L<br>206.07 | 332+75.00<br>S 17°23'44.6" W | C/L Spout Springs Road |
| DE20527 | 395.00 L<br>353.88 | 332+75.00<br>N 12°36'13.4" W | C/L Spout Springs Road |
| DE21547 | 395.00 L<br>257.55 | 341+35.88<br>N 44°20'53.3" E | C/L Spout Springs Road |
| 4218 | 65.19 L | 340+86.4 | C/L Spout Springs Road |
| REQD R/W - 68025.41 SF | | | |
| REQD R/W - 1.562 ACRES | | | |
| REMAINDER - +/- 1.4 ACRES | | | |

## 93 CAROLYN CLARK, ET AL
SEE SHEET 47

REQD R/W - PAR 93/SH232 REQ'D R/W DE20190

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4015 | 14.39 L | 337+47.87 | C/L Spout Springs Road |
| ARC LENGTH - 308.45 | | | |
| CHORD BEAR - N 13°35'33.2" W | | | |
| LATH CHORD - 293.32 | | | |
| RADIUS - 1460.03 | | | |
| DEGREE - 3°35'21.7" | | | |
| 4247 | 21.31 L<br>28.67 | 340+47.72<br>S 87°29'55.2" E | C/L Spout Springs Road |
| DE20534 | 65.00 R<br>290.17 | 340+47.39<br>S 19°36'15.4" E | C/L Spout Springs Road |
| DE20536 | 65.00 R<br>27.55 | 337+23.21<br>N 87°29'41.8" W | C/L Spout Springs Road |
| 4015 | 14.39 L | 337+47.5 | C/L Spout Springs Road |
| REQD R/W - 26250.61 SF | | | |
| REQD R/W - 0.603 ACRES | | | |
| REMAINDER - +/- 1.5 ACRES | | | |

TEMP - PAR 93/232 EXCEPT FOR DEMO. OF EXIST. STRUCTURE DE20530

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21532 | 65.00 R | 337+00.00 | C/L Spout Springs Road |
| DE21537 | 65.00 R | 339+00.00 | C/L Spout Springs Road |
| DE21540 | 50.00 R | 339+00.00 | C/L Spout Springs Road |
| DE21541 | 50.00 R | 337+00.00 | C/L Spout Springs Road |
| DE21537 | 65.00 R | 337+00.00 | C/L Spout Springs Road |
| REQD EXCEPT AREA - 1750.00 SF | | | |

## 94 DANNY LEE CLARK
SEE SHEET 47

REQD R/W - PAR 94/SH231 REQ'D R/W DE20190

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4242 | 21.31 L | 340+47.72 | C/L Spout Springs Road |
| ARC LENGTH - 14.17 | | | |
| CHORD BEAR - N 7°45'34.5" W | | | |
| LATH CHORD - 14.17 | | | |
| RADIUS - 1460.03 | | | |
| DEGREE - 3°35'21.7" | | | |
| 4247 | 20.31 L<br>205.64 | 340+41.34<br>N 7°29'27.5" W | C/L Spout Springs Road |
| 4265 | 2.55 R | 340+66.42 | C/L Spout Springs Road |
| ARC LENGTH - 50.85 | | | |
| CHORD BEAR - N 9°14'26.6" W | | | |
| LATH CHORD - 50.85 | | | |
| RADIUS - 820.00 | | | |
| DEGREE - 6°58'41.8" | | | |
| 1773 | 7.93 R<br>22.37 | 343+56.82<br>N 52°30'00.0" E | C/L Spout Springs Road |
| DE20531 | 65.00 R | 343+65.04 | C/L Spout Springs Road |
| ARC LENGTH - 131.46 | | | |
| CHORD BEAR - S 14°58'44.9" E | | | |
| LATH CHORD - 131.36 | | | |
| RADIUS - 1585.00 | | | |
| DEGREE - 3°35'53.6" | | | |
| DE20532 | 65.00 R<br>40.91 | 340+68.55<br>S 16°36'48.2" W | C/L Spout Springs Road |
| DE20533 | 65.00 R<br>197.62 | 340+25.06<br>S 17°36'15.4" E | C/L Spout Springs Road |
| DE20534 | 65.00 R<br>58.67 | 340+21.38<br>N 87°29'55.2" W | C/L Spout Springs Road |
| 4247 | 21.31 L | 340+47.7 | C/L Spout Springs Road |
| REQD R/W - 26875.09 SF | | | |
| REQD R/W - 0.617 ACRES | | | |
| REMAINDER - +/- 2.5 ACRES | | | |

## 95 ROYCE W. CRANE
SEE SHEET 47

REQD R/W - PAR 95/SH210 REQ'D R/W DE20201

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4214 | 65.73 L | 343+65.75 | C/L Spout Springs Road |
| ARC LENGTH - 67.19 | | | |
| CHORD BEAR - S 18°33'23.1" E | | | |
| LATH CHORD - 67.17 | | | |
| RADIUS - 745.00 | | | |
| DEGREE - 7°41'25.6" | | | |
| 4183 | 76.84 L<br>29.71 | 343+15.52<br>S 7°29'27.5" E | C/L Spout Springs Road |
| 4213 | 80.19 L<br>35.33 | 342+25.36<br>S 44°20'53.3" W | C/L Spout Springs Road |
| DE21645 | 110.00 L | 342+56.72 | C/L Spout Springs Road |
| ARC LENGTH - 107.14 | | | |
| CHORD BEAR - N 15°51'11.5" W | | | |
| LATH CHORD - 107.11 | | | |
| RADIUS - 1350.03 | | | |
| DEGREE - 4°01'13.2" | | | |
| DE21646 | 110.00 L<br>18.49 | 343+11.74<br>N 65°39'11.2" E | C/L Spout Springs Road |
| 4214 | 63.73 L | 343+65.76 | C/L Spout Springs Road |
| REQD R/W - 3505.53 SF | | | |
| REQD R/W - 0.081 ACRES | | | |
| REMAINDER - +/- 4.3 ACRES | | | |

## 96 BRIAN P. ARNOLD
SEE SHEET 47

REQD R/W - PAR 96/SH230 REQ'D R/W DE20202

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 1779 | 7.93 R | 343+56.82 | C/L Spout Springs Road |
| ARC LENGTH - 306.31 | | | |
| CHORD BEAR - N 21°25'36.4" W | | | |
| LATH CHORD - 296.66 | | | |
| RADIUS - 225.03 | | | |
| DEGREE - 6°38'41.8" | | | |
| 4013 | 16.65 R<br>34.73 | 346+54.11<br>N 52°45'43.9" E | C/L Spout Springs Road |
| 4057 | 44.86 R<br>50.27 | 346+60.03<br>S 45°12'53.6" E | C/L Spout Springs Road |
| 4240 | 75.97 R<br>12.09 | 346+80.19<br>S 45°12'53.5" E | C/L Spout Springs Road |
| DE20544 | 65.00 R | 345+68.77 | C/L Spout Springs Road |
| ARC LENGTH - 150.19 | | | |
| CHORD BEAR - S 29°52'55.6" E | | | |
| LATH CHORD - 155.07 | | | |
| RADIUS - 1585.00 | | | |
| DEGREE - 3°35'53.6" | | | |
| DE20535 | 65.00 R<br>42.37 | 343+85.04<br>S 52°30'08.0" W | C/L Spout Springs Road |
| 1779 | 7.93 R | 343+56.8 | C/L Spout Springs Road |
| REQD R/W - 19014.88 SF | | | |
| REQD R/W - 0.437 ACRES | | | |
| REMAINDER - +/- 0.21 ACRES | | | |

## 96R BRIAN P. ARNOLD
SEE SHEET 47

REQD R/W - PAR 96R REQ'D R/W DE20203

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20531 | 65.00 R | 343+65.04 | C/L Spout Springs Road |
| ARC LENGTH - 195.19 | | | |
| CHORD BEAR - N 27°32'55.6" W | | | |
| LATH CHORD - 195.07 | | | |
| RADIUS - 1585.00 | | | |
| DEGREE - 3°35'53.6" | | | |
| DE20544 | 65.00 R<br>11.77 | 345+19.77<br>S 49°12'53.6" E | C/L Spout Springs Road |
| 4241 | 116.40 R<br>122.23 | 345+85.34<br>S 54°48'13.9" E | C/L Spout Springs Road |
| 4240 | 105.58 R<br>166.71 | 344+17.75<br>S 52°30'03.0" W | C/L Spout Springs Road |
| DE20534 | 65.00 R | 343+85.04 | C/L Spout Springs Road |
| REQD R/W - 9156.23 SF | | | |
| REQD R/W - 0.210 ACRES | | | |
| REMAINDER - +/- 6.00 ACRES | | | |

STV 100 Years

3744 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-0797 FAX: (770)934-5171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/29/16 | REDUCED TEMPORARY EASEMENT FROM PARCELS 93-95 | | |
| 03/30/17 | ADDED PERMANENT EASEMENT ON PARCEL 93. | | |
| 03/30/17 | REVISED DEMOLITION EASEMENT ON PARCEL 93 FROM PERMANENT TO TEMPORARY. | | |
| 11/30/17 | ADDED PARCEL 96R. | | |
| 04/11/18 | REVISED REQ'D R/W ON PARCEL 95. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392
DATE 4/17/15 SH 48 OF 111

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0009679 | 49 | 111 |

**97** KEITH CRANE
SEE SHEET 47

| PT | OFFSET | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| POB P/I - PAR 99/98/225 | | POB D P/I | 0226556 |
| 4101 | 55.15 L | 340+75.20 | GA Spout Springs Road |
| ARC LENGTH = 84.14 | | | |
| CHORD BEAR = S 35°53'40.3" E | | | |
| LATH CHORD = 84.55 | | | |
| RADIUS = 1455.09 | | | |
| DELTA = 3°19'16.5" | | | |
| 4101 | 55.19 L | 345+55.75 | GA Spout Springs Road |
| | 40.41 | S 33°33'13.2" W | |
| 0226565 | 115.96 L | 345+91.14 | GA Spout Springs Road |
| ARC LENGTH = 112.71 | | | |
| CHORD BEAR = N 33°30'12.4" W | | | |
| LATH CHORD = 112.67 | | | |
| RADIUS = 1392.80 | | | |
| DELTA = 4°38'19.2" | | | |
| 0226563 | 118.96 L | 345+94.45 | GA Spout Springs Road |
| | 1.26 | N 36°16'13.2" E | |
| 4102 | 166.85 L | 345+43.47 | GA Spout Springs Road |
| | 49.54 | S 51°49'54.8" E | |
| 4101 | 55.15 L | 340+75.20 | GA Spout Springs Road |
| POB P/I = 4363.47 SF | | | |
| POB P/I = 0.079 ACRES | | | |
| REMAINDER = +/- 1.6 ACRES | | | |

**98** JANYCE C. COLE
SEE SHEET 47

| PT | OFFSET | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| POB P/I - PAR 99/98/225 | | POB D P/I | 0226556 |
| 0226552 | 116.47 L | 347+08.00 | GA Spout Springs Road |
| ARC LENGTH = 104.37 | | | |
| CHORD BEAR = S 38°30'36.1" E | | | |
| LATH CHORD = 102.16 | | | |
| RADIUS = 1455.09 | | | |
| DELTA = 4°06'56.8" | | | |
| 4101 | 55.15 L | 344+75.25 | GA Spout Springs Road |
| | 49.59 | N 78°45'54.8" W | |
| 4102 | 166.85 L | 345+43.47 | GA Spout Springs Road |
| | 1.25 | S 44°16'13.2" W | |
| 0226563 | 118.96 L | 345+94.45 | GA Spout Springs Road |
| ARC LENGTH = 182.45 | | | |
| CHORD BEAR = S 24°41'35.0" W | | | |
| LATH CHORD = 182.42 | | | |
| RADIUS = 1392.80 | | | |
| DELTA = 7°30'15.2" | | | |
| 0226561 | 118.96 L | 345+15.63 | GA Spout Springs Road |
| | 120.29 | S 13°05'11.3" W | |
| 0226559 | 116.47 L | 347+82.60 | GA Spout Springs Road |
| POB P/I = 4804.35 SF | | | |
| POB P/I = 0.121 ACRES | | | |
| REMAINDER = +/- 41 ACRES | | | |

**99** JEFFREY A. ETTER AND VICKY CHERYL ETTER
SEE SHEET 47

| PT | OFFSET | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| POB P/I - PAR 99/98/225 | | POB D P/I | 0226556 |
| 4103 | 118.97 R | 345+38.18 | GA Spout Springs Road |
| | 0.79 | N 43°28'45.0" E | |
| 0226555 | 80.03 R | 345+43.94 | GA Spout Springs Road |
| ARC LENGTH = 25.71 | | | |
| CHORD BEAR = S 24°29'14.4" E | | | |
| LATH CHORD = 25.71 | | | |
| RADIUS = 1392.80 | | | |
| DELTA = 1°03'12.5" | | | |
| 0226557 | 80.03 R | 345+53.64 | GA Spout Springs Road |
| | 83.54 | N 41°27'53.5" W | |
| 4145 | 78.97 R | 345+82.2 | GA Spout Springs Road |
| POB D P/I = 1726.73 SF | | | |
| POB D P/I = 0.303 ACRES | | | |
| REMAINDER = +/- 0.56 ACRES | | | |

**100** STEPHANIE J. GAILEY
SEE SHEET 47

| PT | OFFSET | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| POB P/I - PAR 100/99/224 | | POB D P/I | 0226555 |
| 4103 | 44.96 R | 346+50.83 | GA Spout Springs Road |
| | 41.56 | S 43°28'45.0" E | |
| 0226556 | 80.03 R | 345+74.39 | GA Spout Springs Road |
| ARC LENGTH = 55.85 | | | |
| CHORD BEAR = S 25°48'45.5" E | | | |
| LATH CHORD = 55.43 | | | |
| RADIUS = 1392.80 | | | |
| DELTA = 2°18'12.5" | | | |
| 0226555 | 80.03 R | 345+31.54 | GA Spout Springs Road |
| | 20.79 | S 41°28'45.0" W | |
| 4145 | 78.97 R | 345+85.18 | GA Spout Springs Road |
| | 52.57 | S 47°12'53.5" W | |
| 4157 | 44.96 R | 345+65.9 | GA Spout Springs Road |
| POB D P/I = 3076.72 SF | | | |
| POB D P/I = 0.241 ACRES | | | |
| REMAINDER = +/- 0.56 ACRES | | | |

**101** THOMAS W. ECK, JR AND APRIL ECK
SEE SHEET 47

| PT | OFFSET | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| POB P/I - PAR 101/0226222 | | POB D P/I | 0226558 |
| 4103 | 43.65 R | 346+54.11 | GA Spout Springs Road |
| ARC LENGTH = 86.58 | | | |
| CHORD BEAR = N 34°52'12.1" W | | | |
| LATH CHORD = 86.54 | | | |
| RADIUS = 1455.09 | | | |
| DELTA = 3°24'41.4" | | | |
| 4104 | 2.29 R | 345+28.85 | GA Spout Springs Road |
| | 93.96 | N 43°29'46.5" E | |
| 0226557 | 80.03 R | 345+82.55 | GA Spout Springs Road |
| ARC LENGTH = 63.61 | | | |
| CHORD BEAR = S 30°45'52.9" E | | | |
| LATH CHORD = 63.59 | | | |
| RADIUS = 1392.80 | | | |
| DELTA = 2°37'12.6" | | | |
| 0226556 | 80.03 R | 346+74.37 | GA Spout Springs Road |
| | 42.56 | S 43°28'45.0" W | |
| 4103 | 44.96 R | 346+50.83 | GA Spout Springs Road |
| | 34.11 | S 52°29'43.5" W | |
| 4113 | 12.65 R | 346+69.1 | GA Spout Springs Road |
| POB D P/I = 7716.84 SF | | | |
| POB D P/I = 0.177 ACRES | | | |
| REMAINDER = +/- 0.45 ACRES | | | |

STV 100 Years
3700 CHESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)432-8787 FAX: (770)934-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/21/16 | REMOVED BOUNDARY EASEMENT FROM PARCELS 97 AND 98 | | |
| 04/11/18 | REVISED POB'S AND DAE ON PARCELS 97 AND 98. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392
DATE 4/17/15 SH 49 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009579 | 50 | 111 |

(102) NANCY H. CATO AND WILLIAM C. CATO
SEE SHEET 47

REQD R/W - FAR 102/3/222 REQ'D R/W 0220211

| PVT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4374 | 2.70 R | 349+35.89 | C/L Spout Springs Road |
| ARC LENGTH - 90.05 | | | |
| CHORD BEAR - N 47°01'01.2" W | | | |
| LATH CHORD - 90.01 | | | |
| RADIUS - 325.00 | | | |
| DEGREE - 6°35'41.6" | | | |
| 4376 | 11.50 L | 349+25.61 | C/L Spout Springs Road |
| | 90.00 | N 43°29'46.5" E | |
| 0220519 | 85.00 R | 349+49.18 | C/L Spout Springs Road |
| ARC LENGTH - 92.41 | | | |
| CHORD BEAR - S 36°24'46.4" E | | | |
| LATH CHORD - 92.40 | | | |
| RADIUS - 1545.00 | | | |
| DEGREE - 3°35'53.6" | | | |
| 0220519 | 85.00 R | 349+67.77 | C/L Spout Springs Road |
| | 85.77 | S 43°29'46.5" W | |
| 4374 | 2.70 R | 349+29.9 | C/L Spout Springs Road |
| REQD R/W - 82+48.47 SF | | | |
| REQD R/W - 0.189 ACRES | | | |
| REMAINDER - +/- 0.45 ACRES | | | |

(103) THOMAS LEE BURSON III AND KIMBERLY MICHELE BURSON
SEE SHEET 47

REQD R/W - FAR 103/3/221 REQ'D R/W 0220212

| PVT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4375 | 11.50 L | 349+29.61 | C/L Spout Springs Road |
| ARC LENGTH - 90.05 | | | |
| CHORD BEAR - N 47°17'02.5" W | | | |
| LATH CHORD - 90.01 | | | |
| RADIUS - 325.00 | | | |
| DEGREE - 6°35'41.6" | | | |
| 4377 | 28.56 L | 349+19.69 | C/L Spout Springs Road |
| | 114.00 | N 43°29'46.5" E | |
| 0220519 | 85.00 R | 349+35.52 | C/L Spout Springs Road |
| ARC LENGTH - 91.34 | | | |
| CHORD BEAR - S 36°44'02.7" E | | | |
| LATH CHORD - 91.32 | | | |
| RADIUS - 1545.00 | | | |
| DEGREE - 3°35'53.6" | | | |
| 0220519 | 85.00 R | 349+49.18 | C/L Spout Springs Road |
| | 85.77 | S 43°29'46.5" W | |
| 4376 | 11.50 L | 349+29.6 | C/L Spout Springs Road |
| REQD R/W - 55+45.58 SF | | | |
| REQD R/W - 0.215 ACRES | | | |
| REMAINDER - +/- 0.42 ACRES | | | |

(104) ROYCE COLE AND JANYCE COLE
SEE SHEET 47

(105) RAYMOND KLARK PIRKLE
SEE SHEETS 47, 51

REQD R/W - FAR 105/3/220 REQ'D R/W 0220214

| PVT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4377 | 28.56 L | 349+19.02 | C/L Spout Springs Road |
| ARC LENGTH - 7.00 | | | |
| CHORD BEAR - N 56°39'22.2" W | | | |
| LATH CHORD - 7.00 | | | |
| RADIUS - 875.00 | | | |
| DEGREE - 6°36'41.8" | | | |
| 4383 | 32.11 L | 349+25.03 | C/L Spout Springs Road |
| | 83.26 | N 50°53'58.6" W | |
| 4373 | 45.47 L | 349+03.85 | C/L Spout Springs Road |
| | 131.51 | N 43°29'46.5" E | |
| 0220544 | 65.00 R | 349+31.25 | C/L Spout Springs Road |
| ARC LENGTH - 50.59 | | | |
| CHORD BEAR - S 40°01'18.4" E | | | |
| LATH CHORD - 50.52 | | | |
| RADIUS - 1585.00 | | | |
| DEGREE - 3°36'53.6" | | | |
| 0220546 | 65.00 R | 349+31.81 | C/L Spout Springs Road |
| | 114.00 | S 43°29'46.5" W | |
| 4377 | 28.56 L | 349+18.1 | C/L Spout Springs Road |
| REQD R/W - 11139.52 SF | | | |
| REQD R/W - 0.256 ACRES | | | |
| REMAINDER - +/- 0.29 ACRES | | | |

(106) MICHAEL K. COLE
SEE SHEETS 47, 51

STV 100 Years

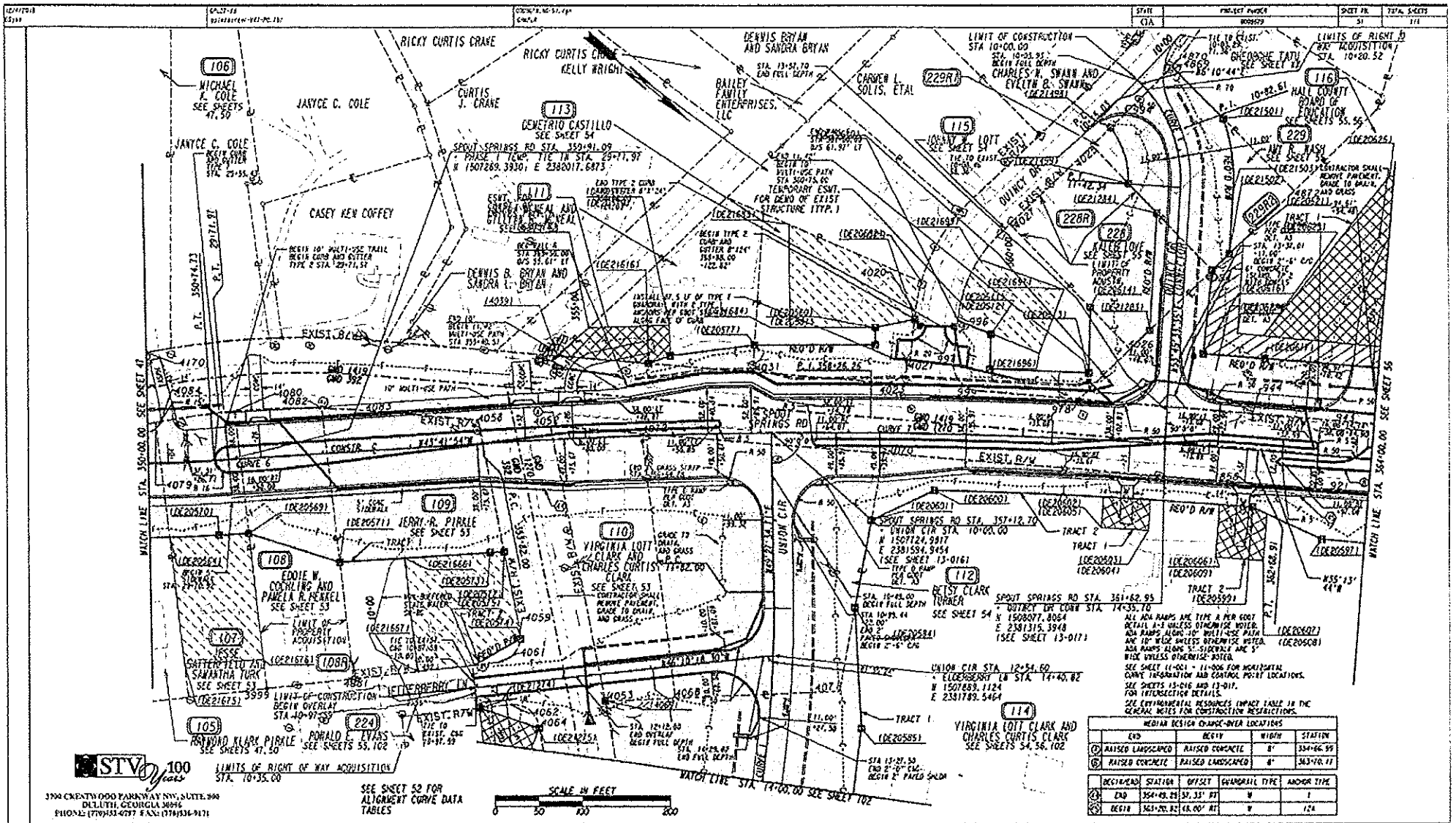

3700 CHESTWOOD PARKWAY NW, SUITE 100
DULUTH, GEORGIA 30096
PHONE: (770)432-0187 FAX: (770)936-3171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/21/15 | REMOVED DRIVEWAY EASEMENT FROM PARCELS 104 AND 106 | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009579
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392
DATE 4/17/15 SH 50 OF 111




| MEDIAN DESIGN CHANGE-OVER LOCATIONS | | | | |
|---|---|---|---|---|
| | END | BEGIN | WIDTH | STATION |
| Ⓒ | RAISED LANDSCAPED | RAISED CONCRETE | 8' | 354+66.99 |
| Ⓓ | RAISED CONCRETE | RAISED LANDSCAPED | 8' | 363+70.11 |

| | DESCRIPTION | STATION | OFFSET | GUARDRAIL TYPE | ANCHOR TYPE |
|---|---|---|---|---|---|
| Ⓔ | END | 354+49.25 | 57.33' RT | W | 1 |
| Ⓕ | BEGIN | 363+20.82 | 68.00' RT | W | 12A |

ALL ADA RAMPS ARE TYPE A PER GDOT DETAIL 9-5 UNLESS OTHERWISE NOTED. ADA RAMPS ALONG 10' MULTI-USE PATH ARE 10' WIDE UNLESS OTHERWISE NOTED. ADA RAMPS ALONG 5' SIDEWALK ARE 5' WIDE UNLESS OTHERWISE NOTED.

SEE SHEET 11-001 - 11-006 FOR HORIZONTAL CURVE INFORMATION AND CONTROL POINT LOCATIONS.

SEE SHEETS 13-016 AND 13-017 FOR INTERSECTION DETAILS.

SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN THE GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

STV 100 Years
3200 CREATWOOD PARKWAY NW, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)931-0297 FAX: (770)936-9171

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)
REMOVE PAVEMENT, GRADE TO DRAIN, & GRASS

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/11/16 | REMOVED DRAINAGE EASEMENT FROM PARCEL 106. | 05/24/18 | ADDED DEMOLITION EASEMENTS TO PARCELS 228 AND 113. |
| 03/30/17 | REMOVED DRAINAGE APRON FROM STATION 351+96 LEFT. | 10/25/18 | ADDED DEMOLITION EASEMENT TO PARCEL 115. |
| 03/31/17 | REVISED DEMOLITION EASEMENT ON PARCEL 225 FROM PERMANENT TO TEMPORARY. | 11/13/18 | REMOVED PERM. AND TEMP EASEMENTS AND ADDED A PARCEL TO PARCEL 229. |
| 08/15/17 | REVISED LEGEND TO INCLUDE UTILITIES. | 12/05/18 | REMOVED DEMOLITION EASEMENT AND ADDED A PARCEL TO PARCEL 108. |
| 04/11/18 | REMOVED DEMOLITION EASEMENT AND ADDED A PARCELS TO PARCEL 228. | | |
| 04/18/18 | ADDED DEMOLITION EASEMENTS TO PARCELS 107 AND 109. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392 / 1270
DATE: 4/17/15 SH. 51 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0005679 | 52 | 111 |

SPOUT SPRINGS RD

Curve# 6
PI Sta= 346+78.01
N= 1506955.86
E= 2382317.29
DELTA= 31°05'38.4" (LT)
D= 03°49'10.99"
T= 417.31
L= 814.04
R= 1500.00
E= 56.97
e= 3.40%

Curve# 7
PI Sta= 358+26.26
N= 1507800.91
E= 2381509.75
DELTA= 08°28'09.7" (RT)
D= 00°57'17.75"
T= 444.26
L= 886.91
R= 6000.00
E= 16.43
e= N/A

UNION CR

Curve# 1
PI Sta= 14+85.85
N= 1508940.78
E= 2381964.17
DELTA= 22°54'10.0" (RT)
D= 3°49'10.99"
T= 303.85
L= 599.59
R= 1500.00
E= 30.47
e= 4.60%

QUINCY DRIVE CONNECTOR

Curve# 1
PI Sta= 10+82.61
N= 1507864.42
E= 2381024.28
DELTA= 47°34'49.7" (RT)
D= 37°22'19.24"
T= 67.59
L= 127.32
R= 153.31
E= 14.24
e= N/A

STV 100 Years

3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-0197 FAX: (770)926-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

ALIGNMENT CURVE DATA

PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1419 / 392 / 1270
DATE 4/17/15 SH 52 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0005679 | 53 | 111 |

## (107) JESSE SATTERFIELD AND SAMANTHA TURK
SEE SHEET 51

RECD D/W - PAR 107/SPEED: RECD'D D/W 00/00/16

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| 4019 | 65.46 L | 350+05.35 | CR Spout Springs Road |
| | 3.63 | S 53°57'53.7" W | |
| 4024 | 47.34 L | 350+15.59 | CR Spout Springs Road |

ASC LENGTH = 69.44
CHORD BEAR = N 42°05'13.3" W
LATR CHORD = 64.40
PROBES = 655.11
DEGREE = 5°31'31.9"
4019 54.95 L 350+05.83 CR Spout Springs Road
140.19 S 41°29'46.9" E
DE20569 65.09 R 350+74.85 CR Spout Springs Road
35.76 S 12°01'53.9" E
DE20575 65.09 R 350+14.75 CR Spout Springs Road
ASC LENGTH = 56.41
CHORD BEAR = S 07°45'43.2" E
LATR CHORD = 56.40
PROBES = 1506.86
DEGREE = 2°36'53.5"
DE20564 65.30 R 350+21.35 CR Spout Springs Road
216.91 S 41°29'46.9" E
4019 46.93 L 350+39.9 CR Spout Springs Road
RECD D/W = 12,020.19 SF
RECD D/W = 0.833 ACRES
REMAINDER = +/- 0.38 ACRES

TEMP - PAR 107/SPEED: EASEMENT FOR REMOVAL OF EXIST. STRUCTURE DE20579

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| DE20564 | 65.30 R | 350+21.35 | CR Spout Springs Road |

ASC LENGTH = 56.41
CHORD BEAR = S 07°45'43.2" W
LATR CHORD = 56.40
PROBES = 1506.86
DEGREE = 2°36'53.5"
DE20579 65.30 R 350+14.73 CR Spout Springs Road
DE20580 65.30 R 351+80.49 CR Spout Springs Road
DE20581 258.30 R 351+35.65 CR Spout Springs Road
DE20582 258.30 R 350+10.00 CR Spout Springs Road
DE20583 65.30 R 350+77.26 CR Spout Springs Road
REMAINDER AREA = 13922.18 SF

## (108) EDDIE W. COCHLING AND PAMELA R. HENKEL
SEE SHEET 51

RECD D/W - PAR 108/SPEED: RECD'D D/W 00/00/16

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| 4019 | 54.95 L | 351+01.83 | CR Spout Springs Road |

ASC LENGTH = 100.37
CHORD BEAR = N 41°59'33.6" W
LATR CHORD = 100.31
PROBES = 655.11
DEGREE = 5°31'31.9"
4022 54.95 L 350+51.93 CR Spout Springs Road
177.15 N 41°29'46.9" E
DE20551 155.09 R 350+18.57 CR Spout Springs Road
129.09 S 72°28'13.2" E
DE20569 65.09 R 351+06.43 CR Spout Springs Road
140.12 S 41°29'46.9" W
4019 54.95 L 351+01.5 CR Spout Springs Road
RECD D/W = 15961.25 SF
RECD D/W = 0.366 ACRES
REMAINDER = +/- 0.36 ACRES

NEW D/W - PAR 108B: RECD'D D/W DE20552

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| 4019 | 258.28 R | 350+17.13 | CR Spout Springs Road |
| | 100.06 S 41°29'46.9" E | | |
| 3999 | 263.64 R | 350+97.25 | CR Spout Springs Road |
| | 173.09 S 41°29'46.9" W | | |
| DE20569 | 65.00 R | 351+36.43 | CR Spout Springs Road |
| | 103.54 N 22°18'00.2" W | | |
| DE20571 | 125.00 R | 351+15.52 | CR Spout Springs Road |
| | 173.54 N 41°29'46.9" E | | |
| 4019 | 258.28 R | 350+17.13 | CR Spout Springs Road |
| RECD D/W = 13401.31 SF | | | |
| RECD D/W = 0.308 ACRES | | | |
| REMAINDER = +/- 0.33 ACRES | | | |

## (109) JERRY R. PIRKLE
SEE SHEET 51

RECD D/W - PAR 109/SPEED/TEMP EASE 1: RECD'D D/W DE20553

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| 4022 | 54.95 L | 350+51.90 | CR Spout Springs Road |

ASC LENGTH = 51.49
CHORD BEAR = N 36°59'31.6" W
LATR CHORD = 51.48
PROBES = 655.11
DEGREE = 5°31'31.9"
4003 54.95 L 350+52.54 CR Spout Springs Road
186.56 N 35°35'43.9" W
4018 31.28 L 350+18.53 CR Spout Springs Road
153.66 N 36°37'13.9" E
DE20552 155.09 R 350+92.51 CR Spout Springs Road
ASC LENGTH = 15.17
CHORD BEAR = S 42°37'16.1" E
LATR CHORD = 15.17
PROBES = 1915.06
DEGREE = 0°59'56.9"
DE20551 125.09 R 350+77.80 CR Spout Springs Road
127.43 S 43°29'46.9" E
DE20571 125.09 R 350+18.52 CR Spout Springs Road
173.15 S 41°29'46.9" W
4018 51.50 L 350+91.5 CR Spout Springs Road
RECD D/W = 5040.52 SF
RECD D/W = 0.088 ACRES
TOTAL RECD D/W = 30402.52 SF
TOTAL RECD D/W = 0.698 ACRES
REMAINDER = +/- 0.55 ACRES

NEW D/W - PAR 109/SPEED/TEMP EASE 2: RECD'D D/W DE20518

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| DE20554 | 53.00 L | 11+55.91 | Elderberry Lane |

ASC LENGTH = 40.81
CHORD BEAR = S 01°30'07.4" E
LATR CHORD = 37.76
PROBES = 30.00
DEGREE = 159°59'58.4"
4017 26.13 L 11+76.53 Elderberry Lane
53.00 S 42°29'46.1" E
DE20575 25.91 L 11+98.69 Elderberry Lane
53.00 N 89°59'54.2" W
DE20574 54.96 L 11+55.8 Elderberry Lane
RECD D/W = 498.54 SF
RECD D/W = 0.011 ACRES

TEMP - PAR 109/SPEED: EASEMENT FOR REMOVAL OF EXIST. STRUCTURE DE20574

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| DE20573 | 125.00 R | 350+96.51 | CR Spout Springs Road |
| 4019 | 54.00 L | 11+56.35 | Elderberry Lane |

ASC LENGTH = 8.55
CHORD BEAR = N 42°13'15.1" E
LATR CHORD = 8.53
PROBES = 30.00
DEGREE = 196°59'59.0"
DE20574 54.00 L 11+55.81 Elderberry Lane
DE20575 25.91 L 11+83.05 Elderberry Lane
DE20557 25.91 L 10+35.30 Elderberry Lane
DE20558 125.00 R 350+84.58 CR Spout Springs Road
DE20571 125.00 R 350+81.06 CR Spout Springs Road
DE20572 125.00 R 350+94.51 CR Spout Springs Road
REMAINDER AREA = 14415.21 SF

## (110) VIRGINIA LOTT CLARK AND CHARLES CURTIS CLARK
SEE SHEET 51

RECD D/W - PAR 110/SPEED: RECD'D D/W DE20519

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| 4022 | 15.59 L | 351+00.56 | CR Spout Springs Road |
| | 194.37 | N 35°59'53.5" W | |
| 4022 | 2.51 L | 350+83.95 | CR Spout Springs Road |
| | 196.11 | N 41°29'46.9" E | |
| 4003 | 30.78 R | 351+24.35 | Elderberry Lane |
| | 88.50 | S 42°29'26.8" E | |
| 4003 | 54.58 R | 12+44.32 | Elderberry Lane |

ASC LENGTH = 2.11
CHORD BEAR = S 39°06'06.2" W
LATR CHORD = 2.11
PROBES = 1562.38
DEGREE = 0°39'24.5"
4003 28.14 R 12+44.88 Elderberry Lane
318.03 S 38°30'39.5" W
4022 15.59 L 350+83.5 CR Spout Springs Road
RECD D/W = 7183.53 SF
RECD D/W = 0.165 ACRES
REMAINDER = +/- 0.06 ACRES

## (111) JOSHUA MCNEAL AND GILLYAN R. MCNEAL
SEE SHEET 51

RECD D/W - PAR 111/SPEED: RECD'D D/W DE20521

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| 4031 | 65.11 L | 350+52.53 | CR Spout Springs Road |
| | 118.57 | S 25°15'22.9" E | |
| DE21616 | 31.76 L | 350+15.03 | CR Spout Springs Road |
| | 24.06 | N 59°44'24.1" W | |
| DE20575 | 30.00 L | 350+00.60 | CR Spout Springs Road |
| | 30.39 | N 41°59'31.9" W | |
| DE20571 | 100.00 L | 350+65.65 | CR Spout Springs Road |
| | 33.33 | N 47°59'41.6" E | |
| 4031 | 59.77 L | 350+92.5 | CR Spout Springs Road |
| RECD D/W = 2134.24 SF | | | |
| RECD D/W = 0.049 ACRES | | | |
| REMAINDER = +/- 0.24 ACRES | | | |

TEMP - PAR 111/SPEED: RECD'D D/W, EASE'T. DE20522

| PNT | OFFSET/DIST | STATION/BEARING | ALIGNMENT |
|---|---|---|---|
| DE20576 | 96.02 L | 350+30.05 | CR Spout Springs Road |
| DE21616 | 31.76 L | 350+15.03 | CR Spout Springs Road |
| | 49.29 | 64.71 L | 350+72.34 | CR Spout Springs Road |
| DE20572 | 125.00 L | 350+72.52 | CR Spout Springs Road |
| DE20575 | 125.00 L | 350+28.09 | CR Spout Springs Road |
| DE20576 | 96.02 L | 350+28.09 | CR Spout Springs Road |

STV 100 Years
3200 CRESTWOOD PARKWAY NW, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)931-0777 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 06/20/16 | ADDED DEMOLITION EASEMENTS TO PARCELS 107 AND 109. | | |
| 09/20/16 | ADDED DEMOLITION EASEMENT TO PARCEL 108. | | |
| 12/05/16 | REMOVED DEMOLITION EASEMENT AND ADDED R PARCEL TO PARCEL 108. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392 / 1270
DATE 4/17/15 SH 53 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 54 | 111 |

## (112) BETSY CLARK TURNER
SEE SHEET 51

## (113) DEMETRIO CASTILLO
SEE SHEET 51

## (114) VIRGINIA LOTT CLARK AND CHARLES CURTIS CLARK
SEE SHEETS 51, 56, 102

## (115) JOHNNY W. LOTT
SEE SHEET 51

STV 100 Years

3700 CRESTWOOD PARKWAY NW, SUITE 380
DULUTH, GEORGIA 30096
PHONE: (770)432-8797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 09/24/18 | ADDED DEMOLITION EASEMENT TO PARCEL 113. | | |
| 10/15/18 | ADDED DEMOLITION EASEMENT TO PARCEL 115. | | |
| 01/25/19 | REMOVED DESCRIPTION EASEMENT AND ADDED R PARCEL TO PARCEL 115. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392 / 1270
DATE: 4/17/15 SH 54 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 55 | 111 |

## (116) HALL COUNTY BOARD OF EDUCATION
SEE SHEET 51, 56

NCSD R/W - PAR 116/DET02 NCSD R/W DED0230

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| BEGIN | 38.25 L | 359+85.05 | GA Spout Springs Road |
| ANC 106478 = 34.87 | | | |
| CHORD BEAR = S 74°01'01.5" E | | | |
| LATH CHORD = 34.87 | | | |
| RADIUS = 14968.96 | | | |
| DEGREE = 0°12'58.8" | | | |
| 242 | 38.33 L | 360+51.36 | GA Spout Springs Road |
| | 585.40 | S 74°14'32.2" E | |
| 243 | 41.20 L | 360+85.51 | GA Spout Springs Road |
| ANC 106509 = 106.94 | | | |
| CHORD BEAR = S 76°05'13.5" E | | | |
| LATH CHORD = 106.94 | | | |
| RADIUS = 2864.08 | | | |
| DEGREE = 2°11'28.3" | | | |
| 244 | 41.47 L | 360+58.64 | GA Spout Springs Road |
| | 582.97 | S 76°57'22.5" E | |
| 512 | 44.79 L | 360+92.41 | GA Spout Springs Road |
| | 9.81 | N 83°59'03.9" W | |
| 4025 | 46.78 R | 13+91.65 | Quincy Drive Connector |
| | 106.73 | N 83°59'03.9" W | |
| 4024 | 41.66 L | 12+34.25 | Quincy Drive Connector |
| | 96.65 | S 76°05'43.1" E | |
| BEGR516 | 105.00 L | 360+48.00 | GA Spout Springs Road |
| ANC 116578 = 73.17 | | | |
| CHORD BEAR = S 35°31'28.9" W | | | |
| LATH CHORD = 73.17 | | | |
| RADIUS = 5956.00 | | | |
| DEGREE = 0°35'18.5" | | | |
| 0C20517 | 105.00 L | 360+18.91 | GA Spout Springs Road |
| | 501.09 | N 86°12'44.2" W | |
| 0C20518 | 105.00 L | 360+13.00 | GA Spout Springs Road |
| | 53.45 | N 1°59'21.1" E | |
| 0C20519 | 70.00 L | 360+13.00 | GA Spout Springs Road |
| | 105.45 | N 86°12'44.2" W | |
| 0C20520 | 70.00 L | 360+05.00 | GA Spout Springs Road |
| | 39.77 | N 32°14'24.4" E | |
| 564 | 38.26 | 360+46.5 | GA Spout Springs Road |
| NCSD R/W = 360254.61 SF | | | |
| NCSD R/W = 1.751 ACRES | | | |
| REMAINDER = +/- 21 ACRES | | | |

DESET - PAR 116/DET02 EASE'T FOR CONST. & MAINT. OF SLOPES AND UTILITIES DED0231

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0C20520 | 70.00 L | 360+05.00 | GA Spout Springs Road |
| | 105.45 | S 86°12'44.2" E | |
| 0C20519 | 70.00 L | 360+13.00 | GA Spout Springs Road |
| | 53.45 | S 1°59'21.1" E | |
| 0C20539 | 105.00 L | 360+13.00 | GA Spout Springs Road |
| | 501.09 | S 86°12'44.2" E | |
| 0C20537 | 105.00 L | 360+18.91 | GA Spout Springs Road |
| ANC 116578 = 73.17 | | | |
| CHORD BEAR = S 35°31'28.9" E | | | |
| LATH CHORD = 73.17 | | | |
| RADIUS = 5956.00 | | | |
| DEGREE = 0°35'18.5" | | | |
| 0C20535 | 105.00 L | 360+58.00 | GA Spout Springs Road |
| | 55.03 | S 56°06'43.1" W | |
| 4024 | 41.66 L | 12+34.25 | Quincy Drive Connector |
| | 43.39 | S 83°59'03.9" E | |
| 0C20522 | 75.00 L | 11+45.00 | Quincy Drive Connector |
| | 501.49 | S 86°05'33.4" E | |
| 0C20523 | 75.00 L | 11+45.00 | Quincy Drive Connector |
| | 558.45 | S 86°05'43.1" W | |
| 0C20521 | 125.00 L | 360+86.00 | GA Spout Springs Road |
| | 47.25 | N 17°39'28.1" W | |
| 0C20518 | 105.00 L | 360+58.00 | GA Spout Springs Road |
| | 73.00 | N 56°05'15.8" E | |
| 0C20520 | 85.00 L | 360+53.00 | GA Spout Springs Road |
| | 124.79 | N 25°12'44.2" E | |
| 0C20521 | 85.00 L | 360+78.79 | GA Spout Springs Road |
| | 15.59 | N 57°11'24.5" E | |
| 0C20536 | 78.00 L | 360+85.5 | GA Spout Springs Road |
| NCSD EASE'T = 204412.24 SF | | | |
| NCSD EASE'T = 4.693 ACRES | | | |

DNESET - PAR 116/DET02 TRACT 1 NCSD R/W, EXCP'T, DED0232

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0C20524 | 108.37 L | 360+82.03 | GA Spout Springs Road |
| 0C20525 | 130.15 L | 360+83.03 | GA Spout Springs Road |
| 0C20526 | 105.00 L | 360+85.03 | GA Spout Springs Road |
| 0C20527 | 105.00 L | 360+83.03 | GA Spout Springs Road |
| 0C20524 | 108.37 L | 360+82.03 | GA Spout Springs Road |

DNESET - PAR 116/DET02-TRACT 2 NCSD R/W, EXCP'T, DED0233

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 4023 | 28.87 R | 10+24.31 | Elementary/Middle School |
| 4021 | 132.58 L | 359+81.12 | GA Spout Springs Road |
| 0C20528 | 90.00 R | 10+24.00 | Elementary/Middle School |
| 0C20529 | 52.00 L | 10+24.00 | Elementary/Middle School |
| 4023 | 28.87 R | 10+24.31 | Elementary/Middle School |

## (224) RONALD E. EVANS
SEE SHEET 51, 102

NCSD R/W - PAR 224/DET04 NCSD R/W DED0242

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| BEG1224 | 24.00 R | 11+00.00 | Elementary Lane |
| | 53.56 | S 48°39'13.8" E | |
| 4022 | 33.03 R | 11+22.56 | Elementary Lane |
| ANC 116474 = 45.11 | | | |
| CHORD BEAR = N 3°32'10.5" W | | | |
| LATH CHORD = 45.01 | | | |
| RADIUS = 88.03 | | | |
| DEGREE = 39°56'55.6" | | | |
| 4024 | 31.73 R | 11+55.54 | Elementary Lane |
| ANC 116474 = 3.76 | | | |
| CHORD BEAR = N 36°49'22.5" E | | | |
| LATH CHORD = 3.76 | | | |
| RADIUS = 1101.63 | | | |
| DEGREE = 0°20'52.2" | | | |
| 0C21225 | 55.00 R | 11+55.17 | Elementary Lane |
| | 12.76 | S 21°02'33.5" E | |
| 0C21224 | 24.00 R | 11+32.9 | Elementary Lane |
| NCSD R/W = 2.66 SF | | | |
| NCSD R/W = 0.015 ACRES | | | |
| REMAINDER = +/- 1.1 ACRES | | | |

DNESET - PAR 224/DET04 NCSD R/W, EXCP'T, DED0243

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0C21223 | 24.00 R | 11+00.00 | Elementary Lane |
| 0C21225 | 55.00 R | 11+00.00 | Elementary Lane |
| 0C21226 | 55.00 R | 11+00.00 | Elementary Lane |
| 0C21227 | 55.00 R | 11+00.00 | Elementary Lane |
| 0C21224 | 24.00 R | 11+00.00 | Elementary Lane |

## (228) KALEB LOVE
SEE SHEET 51

NCSD R/W - PAR 228/DET05 NCSD R/W DED0246

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4021 | 41.66 L | 12+34.25 | Quincy Drive Connector |
| | 53.14 | S 83°59'03.9" E | |
| 0C21223 | 25.00 R | 11+81.37 | Quincy Drive Connector |
| | 55.18 | S 83°59'03.9" E | |
| 0C21224 | 25.00 R | 11+56.37 | Quincy Drive Connector |
| | 55.18 | S 83°59'03.9" E | |
| 4024 | 41.66 L | 12+34.2 | Quincy Drive Connector |
| NCSD R/W = 4478.28 SF | | | |
| NCSD R/W = 0.103 ACRES | | | |
| REMAINDER = +/- 0.49 ACRES | | | |

NCSD R/W - PAR 228/ DED0247

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4027 | 452.06 R | 11+06.11 | Quincy Drive Connector |
| | 126.11 | N 83°59'22.1" W | |
| 4025 | 46.31 R | 12+06.11 | Quincy Drive Connector |
| | 107.12 | S 6°05'43.1" E | |
| 0C21224 | 25.00 R | 11+81.37 | Quincy Drive Connector |
| 0C21223 | 25.00 R | 11+56.37 | Quincy Drive Connector |
| | 55.18 | S 83°59'03.9" E | |
| 4026 | 46.78 R | 12+01.65 | Quincy Drive Connector |
| | 106.05 | S 6°04'03.1" W | |
| 4027 | 452.06 R | 11+06.11 | Quincy Drive Connector |
| NCSD R/W = 7.240 SF | | | |
| NCSD R/W = 0.493 ACRES | | | |
| REMAINDER = +/- 3.06 ACRES | | | |

## (229) AMY R. NASH
SEE SHEET 51

NCSD R/W - PAR 229/DET06 NCSD R/W DED0248

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4026 | 38.34 L | 12+01.65 | Quincy Drive Connector |
| | 81.32 | S 6°05'57.9" E | |
| 0C21504 | 63.00 L | 10+82.45 | Quincy Drive Connector |
| ANC 116454 = 23.33 | | | |
| CHORD BEAR = S 41°34'05.5" W | | | |
| LATH CHORD = 23.00 | | | |
| RADIUS = 701.31 | | | |
| DEGREE = 4°53'14.3" | | | |
| 0C21503 | 63.00 L | 11+42.34 | Quincy Drive Connector |
| | 71.19 | N 83°45'33.4" E | |
| 0C21502 | 63.00 L | 12+13.47 | Quincy Drive Connector |
| | 32.20 | S 83°59'03.9" E | |
| 4024 | 41.66 L | 12+34.25 | Quincy Drive Connector |
| | 1.21 | S 6°05'43.1" W | |
| 0C21499 | 23.00 P | 11+41.52 | Quincy Drive Connector |
| ANC 116454 = 68.61 | | | |
| CHORD BEAR = S 39°25'32.4" W | | | |
| LATH CHORD = 68.31 | | | |
| RADIUS = 301.31 | | | |
| DEGREE = 13°34'08.5" | | | |
| 0C21498 | 48.00 P | 10+95.42 | Quincy Drive Connector |
| | 28.28 | N 83°25'22.1" W | |
| 554 | 37.80 R | 10+56.22 | Quincy Drive Connector |
| | 57.86 | N 83°17'33.1" W | |
| 4503 | 25.38 L | 12+04.44 | Quincy Drive Connector |
| | 13.56 | N 86°27'03.1" W | |
| 4028 | 38.34 L | 10+56.5 | Quincy Drive Connector |
| NCSD R/W = 34880.59 SF | | | |
| NCSD R/W = 0.801 ACRES | | | |
| REMAINDER 0.207 = +/- 0.53 ACRES | | | |
| REMAINDER 1.017 = +/- 0.12 ACRES | | | |

NCSD R/W - PAR 229/01 NCSD R/W DED0249

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4025 | 38.34 R | 10+26.77 | Quincy Drive Connector |
| | 25.52 | N 83°25'22.1" W | |
| 0C21505 | 63.00 R | 10+29.42 | Quincy Drive Connector |
| ANC 116454 = 68.61 | | | |
| CHORD BEAR = N 39°25'32.4" E | | | |
| LATH CHORD = 68.31 | | | |
| RADIUS = 301.31 | | | |
| DEGREE = 13°34'08.5" | | | |
| 0C21503 | 63.00 R | 11+41.16 | Quincy Drive Connector |
| | 59.77 | S 6°06'43.1" W | |
| 4025 | 43.38 R | 10+26.77 | Quincy Drive Connector |
| NCSD R/W = 1155.57 SF | | | |
| NCSD R/W = 0.027 ACRES | | | |
| REMAINDER = +/- 0.06 ACRES | | | |

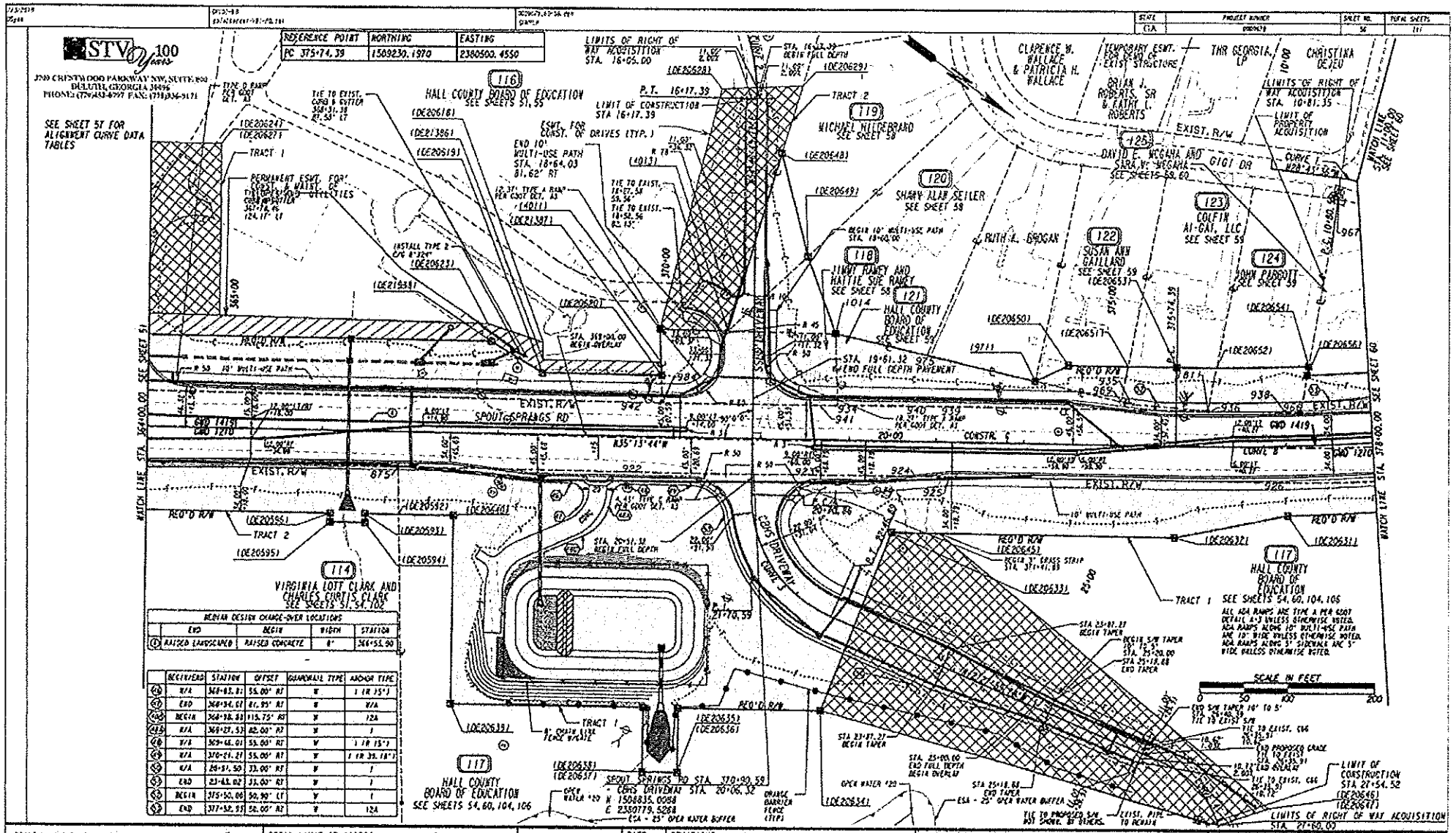
NCSD R/W - PAR 229/02 NCSD R/W DED0250

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0C21502 | 63.00 L | 12+13.47 | Quincy Drive Connector |
| | 71.71 | S 83°45'33.4" W | |
| 0C21501 | 63.00 L | 11+42.34 | Quincy Drive Connector |
| ANC 116454 = 23.33 | | | |
| CHORD BEAR = S 41°34'05.5" W | | | |
| LATH CHORD = 23.00 | | | |
| RADIUS = 701.31 | | | |
| DEGREE = 4°53'14.3" | | | |
| 0C21500 | 63.00 L | 10+82.45 | Quincy Drive Connector |
| | 114.64 | S 5°59'57.8" E | |
| 4022 | 102.13 L | 11+48.08 | Quincy Drive Connector |
| | 102.13 | S 83°59'03.9" E | |
| 0C21504 | 63.00 L | 10+14.67 | Quincy Drive Connector |
| NCSD R/W = 52961.58 SF | | | |
| NCSD R/W = 0.710 ACRES | | | |
| REMAINDER = +/- 0.02 ACRES | | | |

STV 100 years
3200 CENTERWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)492-8797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 05/01/17 | REVISED RESOLUTION EASEMENT ON PARCEL 229 FROM PERMANENT TO TEMPORARY. | | |
| 04/25/17 | REVISED REMAINDER SHOWN ON PARCEL 229. ADDED RESOLUTION EASEMENT ON | | |
| | PARCEL 228. REVISED PERM. EASEMENT DESCRIPTIONS TO EXCLUDE UTILITIES. | | |
| 04/21/16 | ADDED RESOLUTION EASEMENT AND ADDED 8 PARCELS TO PARCEL 229. | | |
| 11/15/16 | REVISED PERM. AND DRIVE EASEMENTS AND ADDED 8 PARCEL TO PARCEL 229. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 392 / 1270
DATE 4/17/15 SH 55 OF 111




PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RE0'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)
REMOVE PAVEMENT, GRADE TO DRAIN, & GRASS

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 03/19/15 | REVISED FENCE FROM PARCELS 115-125. REVISED TEMPORARY EASEMENT FOR CONSTRUCTION OF FENCE FROM PARCELS 115-125. | | |
| 01/19/15 | REVISED LEGEND AND PLAN. EASEMENT DESCRIPTION NOTES TO ENCLOSE UTILITIES | | |
| 09/26/14 | REVISED DRIVEWAY AND DRIVEWAY EASEMENT AND ADDED ROAD, EASEMENT TO PARCEL 125. REVISED SCHOOL DRIVEWAY ON PARCEL 116. | | |
| 01/05/11 | REVISED DEMOLITION EASEMENT AND ADDED R PARCEL TO PARCEL 115. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1270
DATE 4/17/15 SH 56 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 37 | 111 |

SPOUT SPRINGS RD.

Curve# 8
PI Sta= 380+22.25
N= 1509596.04
E= 2380242.11
DELTA= 16°58'54.2" (LT)
D= 01°54'35.49"
T= 447.86
L= 889.16
R= 3000.00
E= 33.25
a= 2.402

FRYS DRIVEWAY

Curve# 1
PI Sta= 11+66.59
N= 1508130.34
E= 2380356.65
DELTA= 92°20'15.0" (RT)
D= 43°24'21.22"
T= 137.50
L= 212.73
R= 132.00
E= 58.60
a= N/A

Curve# 2
PI Sta= 15+16.19
N= 1508542.12
E= 2380364.78
DELTA= 53°38'21.9" (RT)
D= 24°22'52.26"
T= 118.81
L= 220.00
R= 235.00
E= 28.33
a= N/A

Curve# 3
PI Sta= 21+70.59
N= 1508929.77
E= 2380913.71
DELTA= 67°14'15.6" (LT)
D= 38°11'49.87"
T= 99.73
L= 176.03
R= 150.00
E= 30.13
a= N/A

Curve# 4
PI Sta= 27+12.81
N= 1509482.09
E= 2380791.61
DELTA= 47°39'21.6" (RT)
D= 52°05'13.50"
T= 48.58
L= 91.49
R= 110.00
E= 10.25
a= N/A

GIGI DR

Curve# 1
PI Sta= 11+81.68
N= 1509290.12
E= 2380092.29
DELTA= 69°46'26.0" (RT)
D= 39°30'51.59"
T= 101.10
L= 176.58
R= 145.00
E= 31.77
a= N/A

STV 100 Years

3300 CRESTWOOD PARKWAY NW, SUITE 880
DULUTH, GEORGIA 30096
PHONE: (770)452-0797 FAX: (770)256-9121

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

ALIGNMENT CURVE DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1270
DATE 4/17/15 SH 37 OF 111

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0009679 | 58 | 111 |

## (117) HALL COUNTY BOARD OF EDUCATION
SEE SHEETS 55, 60, 104, 106

NCSD R/W - PAR 117/118/119-TRACT 1 NCSD R/W 3E2024

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 875 | 46.79 R | 396+86.35 | GA Spout Springs Road |
| | 366.74 | N 34°47'43.3" W | |
| 888 | 41.81 R | 393+51.65 | GA Spout Springs Road |
| ARC LENGTH = 295.43 | | | |
| CHORD BEAR = N 25°17'49.5" W | | | |
| LINE CHORD = 293.42 | | | |
| POINTS = 1560.96 | | | |
| RADIUS = 6720.56' | | | |
| 223 | 47.11 R | 371+87.82 | GA Spout Springs Road |
| | 159.29 | N 25°46'17.7" W | |
| 334 | 42.84 R | 370+75.21 | GA Spout Springs Road |
| ARC LENGTH = 33.58 | | | |
| CHORD BEAR = N 26°30'24.8" W | | | |
| LINE CHORD = 33.58 | | | |
| POINTS = 1560.96 | | | |
| RADIUS = 7180.16' | | | |
| 525 | 31.86 R | 369+55.78 | GA Spout Springs Road |
| | 181.03 | N 26°58'51.8" W | |
| 536 | 45.00 R | 368+99.14 | GA Spout Springs Road |
| ARC LENGTH = 246.73 | | | |
| CHORD BEAR = N 30°39'48.4" W | | | |
| LINE CHORD = 246.5 | | | |
| POINTS = 1560.96 | | | |
| RADIUS = 5731.00' | | | |
| 761 | 47.50 R | 366+68.24 | GA Spout Springs Road |
| | 97.35 | S 69°38'42.8" E | |
| 3E2552 | 83.00 R | 366+22.23 | GA Spout Springs Road |
| ARC LENGTH = 286.45 | | | |
| CHORD BEAR = S 39°56'48.7" E | | | |
| LINE CHORD = 284.96 | | | |
| POINTS = 1560.96 | | | |
| RADIUS = 2864.93' | | | |
| 3E2551 | 83.00 R | 363+00.00 | GA Spout Springs Road |
| | 171.96 | S 49°30'13.8" E | |
| 3E2552 | 105.00 R | 361+54.34 | GA Spout Springs Road |
| | 204.38 | S 35°17'49.2" E | |
| 3E2553 | 105.00 R | 359+55.00 | GA Spout Springs Road |
| | 215.34 | S 35°17'49.2" E | |
| 3E2554 | 348.00 R | 357+75.00 | GA Spout Springs Road |
| | 182.55 | S 35°17'49.2" E | |
| 3E2555 | 348.00 R | 356+18.00 | GA Spout Springs Road |
| | 75.20 | S 54°18'15.5" E | |
| 3E2556 | 385.00 R | 355+18.00 | GA Spout Springs Road |
| | 82.98 | S 54°18'15.5" E | |
| 3E2557 | 385.00 R | 353+78.00 | GA Spout Springs Road |
| | 75.20 | S 54°18'15.5" E | |
| 3E2558 | 348.00 R | 352+78.00 | GA Spout Springs Road |
| | 228.82 | S 35°17'49.2" E | |
| 3E2559 | 348.00 R | 350+48.00 | GA Spout Springs Road |
| | 214.00 | S 54°18'15.5" E | |
| 3E2560 | 95.00 R | 350+00.00 | GA Spout Springs Road |
| | 91.87 | S 35°17'49.2" E | |
| 3E2562 | 95.00 R | 348+86.00 | GA Spout Springs Road |
| | 74.98 | S 54°18'15.5" E | |
| 875 | 46.79 R | 348+86.9 | GA Spout Springs Road |
| NCSD R/W = 1855.53 SF | | | |
| NCSD R/W = 1.04E ACRES | | | |
| TOTAL NCSD R/W = 11,583.0 SF | | | |
| TOTAL NCSD R/W = 4.27 ACRES | | | |
| REMAINDER = +/- 1.01 ACRES | | | |

NCSD R/W - PAR 117/118/119-TRACT 2 NCSD R/W 3E2025

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 3E2561 | 56.31 R | 351+75.00 | Lake Sturdivant/Ellsworth Lane |
| ARC LENGTH = 42.80 | | | |
| CHORD BEAR = N 11°55'51.2" E | | | |
| LINE CHORD = 42.76 | | | |
| POINTS = 1560.96 | | | |
| RADIUS = 1145.92' | | | |
| 3E2562 | 46.65 R | 351+51.00 | Lake Sturdivant/Ellsworth Lane |
| | 41.17 | S 87°17'48.8" E | |
| 3E2563 | 85.00 R | 351+51.00 | Lake Sturdivant/Ellsworth Lane |
| | 180.00 | S 87°17'48.8" E | |
| 3E2564 | 85.00 R | 349+71.00 | Lake Sturdivant/Ellsworth Lane |
| | 84.69 | N 7°11'48.8" W | |
| 3E2565 | 56.31 R | 350+55.69 | Lake Sturdivant/Ellsworth Lane |
| NCSD R/W = 5961.30 SF | | | |
| NCSD R/W = 0.137 ACRES | | | |

3WEST - PAR 117/118/119 NCSD TEMP. EASE'T. 3E2026

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 3E2633 | 105.00 R | 371+58.00 | GA Spout Springs Road |
| 3E2634 | 105.00 R | 370+05.00 | GA Spout Springs Road |
| 3E2635 | 83.00 L | 370+83.00 | Elementary/High School |
| 3E2636 | 83.00 R | 370+83.00 | Elementary/High School |
| 3E2637 | 105.00 R | 370+72.00 | GA Spout Springs Road |
| 3E2638 | 105.00 R | 369+58.00 | GA Spout Springs Road |

## (118) JIMMY RAKEY AND HATTIE SUE RAKEY
SEE SHEET 56

NCSD R/W - PAR 118/119/120 NCSD R/W 3C2027

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 334 | 83.84 L | 371+85.55 | GA Spout Springs Road |
| | 28.86 | S 35°56'53.1" E | |
| 340 | 82.80 L | 371+56.78 | GA Spout Springs Road |
| ARC LENGTH = 494.40 | | | |
| CHORD BEAR = S 26°35'46.5" E | | | |
| LINE CHORD = 493.41 | | | |
| POINTS = 1560.96 | | | |
| RADIUS = 1145.92' | | | |
| 384 | 82.58 L | 371+05.55 | GA Spout Springs Road |
| | 44.69 | S 53°16'04.9" E | |
| 431 | 122.59 L | 368+61.17 | GA Spout Springs Road |
| | 17.45 | N 37°19'04.9" E | |
| 433 | 28.02 R | 368+84.9 | Elementary/High School |
| | 122.28 | N 52°41'17.3" W | |
| 1614 | 122.71 L | 371+61.17 | GA Spout Springs Road |
| | 83.25 | N 52°41'04.6" E | |
| 334 | 83.84 L | 371+85.55 | GA Spout Springs Road |
| NCSD R/W = 10615.64 SF | | | |
| NCSD R/W = 0.243 ACRES | | | |
| REMAINDER = +/- 0.00 ACRES | | | |

## (119) MICHAEL HILLEBRAND
SEE SHEET 56

NCSD R/W - PAR 119/120/121 NCSD R/W 3E2028

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4013 | 25.02 R | 359+24.34 | Elementary/High School |
| | 512.33 | S 79°54'53.1" W | |
| 3E2569 | 25.00 L | 359+82.00 | Elementary/High School |
| | 121.30 | N 10°17'53.4" E | |
| 3E2563 | 60.00 L | 359+83.38 | Elementary/High School |
| | 124.98 | S 79°17'18.5" E | |
| 4013 | 25.02 R | 359+84.3 | Elementary/High School |
| NCSD R/W = 5963.56 SF | | | |
| NCSD R/W = 0.137 ACRES | | | |
| REMAINDER = +/- 0.13 ACRES | | | |

## (120) SHAWN ALAN SEITLER
SEE SHEET 56

NCSD R/W - PAR 120/121/122 NCSD R/W 3E2029

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 1811 | 124.71 L | 371+61.17 | GA Spout Springs Road |
| | 122.59 | S 34°41'11.3" E | |
| 4012 | 25.02 R | 369+63.74 | Elementary/High School |
| | 124.99 | N 79°17'18.5" W | |
| 3E2563 | 60.00 L | 369+83.38 | Elementary/High School |
| | 83.59 | N 34°41'54.2" E | |
| 1614 | 122.71 L | 371+61.2 | GA Spout Springs Road |
| NCSD R/W = 5964.63 SF | | | |
| NCSD R/W = 0.137 ACRES | | | |
| REMAINDER = +/- 0.12 ACRES | | | |


STV 100 Years
3300 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770) 453-6797 FAX: (770) 934-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1270
DATE 4/17/15 SH 58 OF 111

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. / TOTAL SHEETS |
| | | | GA | 0006679 | 59 / 111 |

## (121) HALL COUNTY BOARD OF EDUCATION
SEE SHEET 56

NEED R/W - PAR 121/SH185 RCVD R/W DEED#6

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 555 | 40.35 L<br>280.11 | 37+46.33<br>S 35°16'51.9" E | Old Spout Springs Road |
| 939 | 40.14 L | 39+45.87 | Old Spout Springs Road |
| ARC LENGTH = 493.22 | | | |
| CHORD BEAR = S 35°32'34.8" E | | | |
| DATA CHORD = 485.27 | | | |
| RADIUS = 5700.00 | | | |
| DEGREE = 1°00'12.6" | | | |
| 940 | 28.82 L<br>182.98 | 37+85.46<br>S 35°16'11.7" E | Old Spout Springs Road |
| 924 | 31.98 L<br>182.89 | 37+86.26<br>S 54°39'48.3" W | Old Spout Springs Road |
| 614 | 121.21 L<br>182.71 | 37+46.17<br>N 32°13'41.5" W | Old Spout Springs Road |
| 975 | 36.21 L<br>178.37 | 37+92.58<br>N 32°59'54.5" W | Old Spout Springs Road |
| 973 | 71.21 L<br>180.73 | 37+62.82<br>N 32°13'54.5" W | Old Spout Springs Road |
| 923 | 45.69 L<br>182.69 | 37+11.23<br>N 32°59'54.5" W | Old Spout Springs Road |
| 935 | 46.10 L<br>182.55 | 37+02.94<br>N 31°16'18.5" W | Old Spout Springs Road |
| 2011 | 42.58 L<br>5.11 | 37+01.19<br>N 31°16'18.5" W | Old Spout Springs Road |
| 936 | 46.52 L | 37+14.3 | Old Spout Springs Road |

NEED R/W = 19,018.30 SF
NEED R/W = 0.347 ACRES
REMAINDER = +/- 0.65 ACRES

## (122) SUSAN ANN GAILLARD
SEE SHEET 56

NEED R/W - PAR 122/SH185 RCVD R/W DEED#41

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 363 | 49.49 L<br>188.73 | 37+11.83<br>S 39°55'51.9" E | Old Spout Springs Road |
| 971 | 71.31 L<br>187.75 | 37+12.82<br>N 49°13'18.9" W | Old Spout Springs Road |
| 0226550 | 52.09 L<br>182.79 | 37+14.36<br>N 35°13'49.2" W | Old Spout Springs Road |
| 0226551 | 52.09 L<br>181.21 | 37+14.15<br>N 35°13'49.2" W | Old Spout Springs Road |
| 598 | 49.49 L | 37+11.2 | Old Spout Springs Road |

NEED R/W = 9,233 SF
NEED R/W = 0.212 ACRES
REMAINDER = +/- 0.52 ACRES

## (123) COLFIN AI-GAI, LLC
SEE SHEET 56

NEED R/W - PAR 123/SH185 RCVD R/W DEED#6

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 1911 | 40.58 L<br>83.59 | 37+01.19<br>S 31°16'18.9" E | Old Spout Springs Road |
| 935 | 46.05 L<br>182.55 | 37+02.94<br>S 31°16'18.9" E | Old Spout Springs Road |
| 363 | 49.49 L<br>12.40 | 37+11.83<br>S 39°55'51.9" E | Old Spout Springs Road |
| 0226550 | 52.09 L<br>88.79 | 37+14.36<br>N 35°13'49.2" W | Old Spout Springs Road |
| 0226551 | 52.09 L<br>86.93 | 37+14.15<br>N 35°13'49.2" W | Old Spout Springs Road |
| 0226552 | 52.09 L | 37+14.39 | Old Spout Springs Road |
| ARC LENGTH = 45.54 | | | |
| CHORD BEAR = N 35°19'39.8" W | | | |
| DATA CHORD = 45.54 | | | |
| RADIUS = 2918.30 | | | |
| DEGREE = 1°48'02.1" | | | |
| 0226552 | 50.09 L<br>50.42 | 37+11.39<br>N 39°22'37.0" E | Old Spout Springs Road |
| 1911 | 40.58 L | 37+01.19 | Old Spout Springs Road |

NEED R/W = 4,018.15 SF
NEED R/W = 0.092 ACRES
REMAINDER = +/- 0.48 ACRES

## (124) JOHN PARROTT
SEE SHEET 56

NEED R/W - PAR 124/SH185 RCVD R/W DEED#3

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 966 | 37.43 L | 37+14.23 | Old Spout Springs Road |
| ARC LENGTH = 17.58 | | | |
| CHORD BEAR = S 35°37'44.3" E | | | |
| DATA CHORD = 17.58 | | | |
| RADIUS = 1910.08 | | | |
| DEGREE = 3°00'01.5" | | | |
| 939 | 35.46 L<br>84.51 | 37+36.34<br>S 35°16'51.9" E | Old Spout Springs Road |
| 935 | 46.38 L<br>5.11 | 37+14.33<br>S 31°16'18.5" E | Old Spout Springs Road |
| 1911 | 40.58 L<br>50.42 | 37+01.19<br>S 35°37'37.0" W | Old Spout Springs Road |
| 0226552 | 50.09 L | 37+21.38 | Old Spout Springs Road |
| ARC LENGTH = 185.19 | | | |
| CHORD BEAR = N 31°38'40.2" W | | | |
| DATA CHORD = 185.19 | | | |
| RADIUS = 2918.30 | | | |
| DEGREE = 1°58'02.1" | | | |
| 0226551 | 50.09 L<br>55.76 | 37+25.23<br>N 54°02'15.2" E | Old Spout Springs Road |
| 965 | 37.43 L | 37+18.2 | Old Spout Springs Road |

NEED R/W = 5,527.93 SF
NEED R/W = 0.127 ACRES
REMAINDER = +/- 0.47 ACRES

## (125) DAVID E. MCGAHA AND SARA V. MCGAHA
SEE SHEETS 55, 60

NEED R/W - PAR 125/SH185 RCVD R/W DEED#4

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 0226555 | 25.37 R | 13+58.03 | Gigi Drive |
| | 69.96 | N 48°40'28.9" E | |
| 547 | 22.83 R | 13+31.44 | Gigi Drive |
| ARC LENGTH = 51.17 | | | |
| CHORD BEAR = N 39°42'11.4" E | | | |
| DATA CHORD = 45.53 | | | |
| RADIUS = 25.00 | | | |
| DEGREE = 196°59'09.4" | | | |
| 940 | 35.85 L | 37+52.85 | Old Spout Springs Road |
| ARC LENGTH = 142.01 | | | |
| CHORD BEAR = S 32°23'11.4" E | | | |
| DATA CHORD = 142.01 | | | |
| RADIUS = 5700.00 | | | |
| DEGREE = 1°00'01.5" | | | |
| 966 | 37.43 L<br>43.55 | 37+18.23<br>S 64°39'16.0" W | Old Spout Springs Road |
| 0226556 | 50.09 L | 37+25.32 | Old Spout Springs Road |
| ARC LENGTH = 118.29 | | | |
| CHORD BEAR = N 37°15'23.7" W | | | |
| DATA CHORD = 116.21 | | | |
| RADIUS = 2918.30 | | | |
| DEGREE = 1°57'28.8" | | | |
| 0226557 | 83.03 L<br>66.01 | 37+59.30<br>S 71°34'32.0" W | Old Spout Springs Road |
| 0226555 | 25.37 R | 13+30.0 | Gigi Drive |

NEED R/W = 1,956.30 SF
NEED R/W = 0.152 ACRES
REMAINDER = +/- 0.48 ACRES

NEED R/W - PAR 125A RCVD R/W DEED#48

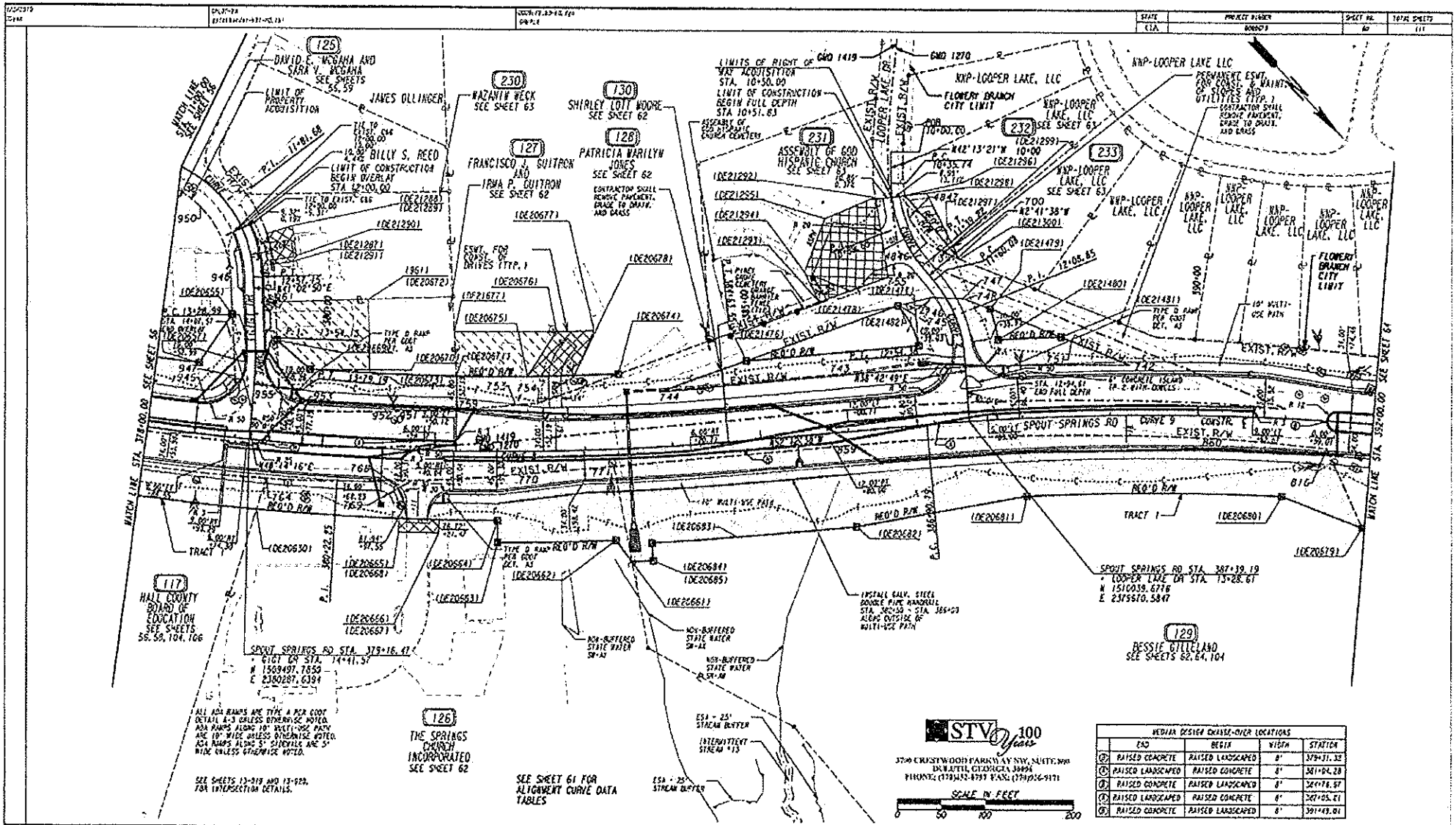
| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 547 | 26.01 R | 13+31.35 | Gigi Drive |
| ARC LENGTH = 54.16 | | | |
| CHORD BEAR = N 14°55'33.9" W | | | |
| DATA CHORD = 54.09 | | | |
| RADIUS = 119.42 | | | |
| DEGREE = 47°34'54.9" | | | |
| 548 | 26.40 R | 11+47.15 | Gigi Drive |
| ARC LENGTH = 89.16 | | | |
| CHORD BEAR = N 15°18'52.8" E | | | |
| DATA CHORD = 87.10 | | | |
| RADIUS = 119.42 | | | |
| DEGREE = 47°34'54.9" | | | |
| 549 | 25.66 R<br>13.58 | 11+55.75<br>N 49°49'18.9" E | Gigi Drive |
| 0226555 | 25.37 R<br>65.91 | 11+55.03<br>N 71°34'32.0" E | Gigi Drive |
| 0226557 | 66.99 L<br>115.21 | 37+58.03<br>S 35°16'21.8" E | Old Spout Springs Road |
| 0226556 | 50.09 L<br>104.24 | 37+41.51<br>S 64°39'16.0" W | Old Spout Springs Road |
| 547 | 26.01 R | 10+84.25 | Gigi Drive |

NEED R/W = 2,950.30 SF
NEED R/W = 0.068 ACRES
REMAINDER = +/- 0.05 ACRES

STV 100 Years
3166 CHESTNUT PARKWAY NW, SUITE 310
DULUTH, GEORGIA 30096
PHONE: (770)432-0999 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/10/17 | REMOVED TEMPORARY EASEMENT FOR CONSTRUCTION OF FENCE FROM PARCELS 123-125. | | |
| 09/24/18 | REMOVED PERPETUAL EASEMENT AND ADDED DEMOLITION EASEMENT ON PARCEL 125. | | |
| 11/05/19 | REMOVED DEMOLITION EASEMENT AND ADDED A PARCEL ON PARCEL 125. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0006679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1270
DATE 4/17/15 SH 59 OF 111


DAVID E. MCDAHA AND SARA V. MCDAHA
SEE SHEETS 55, 59
JAMES ULLINGER
126
127
FRANCISCO J. GUITRON AND IRMA P. GUITRON
SEE SHEET 62
128
PATRICIA MARILYN JONES
SEE SHEET 62
130
SHIRLEY LOTT MOORE
SEE SHEET 62
230
NAZARIN BECK
SEE SHEET 63
231
ASSEMBLY OF GOD HISPANIC CHURCH
SEE SHEET 63
232
233
KNP-LOOPER LAKE, LLC
FLOWERY BRANCH CITY LIMIT
BILLY S. REED
LIMIT OF CONSTRUCTION BEGIN OVERLAY STA 12+00.00
LIMIT OF PROPERTY ACQUISITION
LIMITS OF RIGHT OF WAY ACQUISITION STA. 10+50.00
LIMIT OF CONSTRUCTION BEGIN FULL DEPTH STA 10+51.83
EXIST. R/W
EXIST. L.A.R.W.
PROP. R/W
REQ'D R/W
SPOUT SPRINGS RD
CURVE 9 CONSTR. EXIST. R/W REQ'D
TRACT 1
(DE20630)
(DE20631)
(DE20632)
(DE20633)
(DE20634)
(DE20635)
(DE20636)
(DE20637)
(DE20638)
(DE20639)
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|---|---|---|---|---|---|
| | | | STATE GA | PROJECT NUMBER 0009579 | SHEET NO. 61 / TOTAL SHEETS 111 |

SPORT SERVICE RD

| Curve 8 | Curve 9 |
|---|---|
| PI Sta= 380+22.25 | PI Sta= 394+83.78 |
| N= 1509556.04 | N= 1510496.85 |
| E= 2380242.11 | E= 2379080.34 |
| DELTA= 16°58'54.2" (LT) | DELTA= 29°41'02.3" (RT) |
| D= 01°54'35.49" | D= 01°54'35.49" |
| T= 447.86 | T= 794.99 |
| L= 889.16 | L= 1554.25 |
| R= 3000.00 | R= 3000.00 |
| E= 33.25 | E= 103.55 |
| e= 2.40% | e= 2.40% |

CLAY DR

| Curve 1 | Curve 2 |
|---|---|
| PI Sta= 11+81.68 | PI Sta= 13+54.13 |
| N= 1509290.12 | N= 1509439.50 |
| E= 2380092.29 | E= 2380222.37 |
| DELTA= 69°46'26.0" (RT) | DELTA= 07°11'25.4" (RT) |
| D= 39°30'51.55" | D= 14°19'26.20" |
| T= 101.10 | T= 25.13 |
| L= 176.58 | L= 50.20 |
| R= 145.00 | R= 400.00 |
| E= 31.77 | E= 0.79 |
| e= N/A | e= N/A |

LOOPER LAKE DR

| Curve 1 | Curve 2 |
|---|---|
| PI Sta= 10+89.63 | PI Sta= 12+08.85 |
| N= 1509820.32 | N= 1509913.71 |
| E= 2379597.85 | E= 2379593.66 |
| DELTA= 39°31'42.3" (LT) | DELTA= 36°01'10.6" (RT) |
| D= 38°11'49.87" | D= 38°11'49.87" |
| T= 53.90 | T= 48.77 |
| L= 103.49 | L= 94.30 |
| R= 150.00 | R= 150.00 |
| E= 9.39 | E= 7.73 |
| e= N/A | e= N/A |

STV 100 years
3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)931-8795 FAX: (770)931-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

ALIGNMENT CURVE DATA

PROJECT NO: 0009579
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1270
DATE 4/17/15 SH 61 OF 111

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0006879 | 62 | 111 |

## (126) THE SPRINGS CHURCH INCORPORATED
SEE SHEET 60

NEW R/W - PAR 126/5&10T — REM'S R/W — 0.226 AC

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 764 | 43.38 R | 359+16.25 | C/L Spout Springs Road |
| ARC LENGTH = 138.30 | | | |
| CHORD BEAR = S 46°03'35.9" W | | | |
| LINE CHORD = 136.82 | | | |
| PARCEL = 15898.38 | | | |
| SCRIPT = S 23°31'26.5" | | | |
| 765 | 37.42 R | 359+18.13 | C/L Spout Springs Road |
| | 20.41 | S 66°05'26.8" W | |
| 763 | 35.92 R | 359+53.25 | C/L Spout Springs Road |
| ARC LENGTH = 135.17 | | | |
| CHORD BEAR = S 50°46'52.4" W | | | |
| LINE CHORD = 126.13 | | | |
| 900.00 = 17440.00 | | | |
| SCRIPT = S 7°17'34.5" | | | |
| 770 | 39.15 R | 359+51.75 | C/L Spout Springs Road |
| | 39.34 | S 82°24'40.1" W | |
| 771 | 29.69 R | 359+91.53 | C/L Spout Springs Road |
| | 111.04 | S 32°09'58.5" E | |
| 1220661 | 136.90 R | 360+46.75 | C/L Spout Springs Road |
| | 39.40 | S 51°18'38.9" W | |
| 1220662 | 105.30 R | 359+30.05 | C/L Spout Springs Road |
| ARC LENGTH = 134.35 | | | |
| CHORD BEAR = S 49°35'01.3" E | | | |
| LINE CHORD = 124.54 | | | |
| 900.00 = 11460.00 | | | |
| SCRIPT = 11°52'43.6" | | | |
| 1220661 | 125.90 R | 360+58.03 | C/L Spout Springs Road |
| | 25.00 | S 43°48'01.8" W | |
| 1220664 | 82.50 R | 360+02.09 | C/L Spout Springs Road |
| ARC LENGTH = 274.35 | | | |
| CHORD BEAR = S 44°12'48.9" E | | | |
| LINE CHORD = 274.42 | | | |
| PARCEL = 30803.68 | | | |
| SCRIPT = 1°45'26.5" | | | |
| 1220662 | 80.00 R | 359+39.83 | C/L Spout Springs Road |
| | 57.56 | S 69°59'48.6" W | |
| 764 | 43.38 R | 359+16.25 | C/L Spout Springs Road |
| NEW R/W = 7058.84 SF | | | |
| REM R/W = 8.065 ACRES | | | |
| REMAINDER = +/- 0.3 ACRES | | | |

SHEET - PAR 126/5&10T — NEW'S R/W, EASE'T. — 0.226 AC

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 1220665 | 60.00 R | 359+29.90 | C/L Spout Springs Road |
| ARC LENGTH = 46.20 | | | |
| CHORD BEAR = N 45°27'22.2" W | | | |
| LINE CHORD = 46.20 | | | |
| PARCEL = 15898.38 | | | |
| SCRIPT = 1°37'26.5" | | | |
| 1220665 | 60.00 R | 359+35.80 | C/L Spout Springs Road |
| 1220667 | 85.00 R | 359+24.00 | C/L Spout Springs Road |
| 1220668 | 85.00 R | 360+90.00 | C/L Spout Springs Road |
| 1220669 | 60.00 R | 359+90.00 | C/L Spout Springs Road |

## (127) FRANCISCO J. GUITRON AND IRMA P. GUITRON
SEE SHEET 60

NEW R/W - PAR 127/5&10T — REM'S R/W — 0.226 AC

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 759 | 47.33 L | 359+51.43 | C/L Spout Springs Road |
| ARC LENGTH = 45.97 | | | |
| CHORD BEAR = S 47°21'45.9" E | | | |
| LINE CHORD = 45.96 | | | |
| PARCEL = 10858.96 | | | |
| SCRIPT = 2°03'24.5" | | | |
| 761 | 43.96 L | 359+58.85 | C/L Spout Springs Road |
| | 20.41 | S 42°03'26.1" E | |
| 762 | 42.41 L | 359+13.15 | C/L Spout Springs Road |
| ARC LENGTH = 95.96 | | | |
| CHORD BEAR = S 46°41'31.6" E | | | |
| LINE CHORD = 94.98 | | | |
| PARCEL = 10858.96 | | | |
| SCRIPT = 5°17'31.5" | | | |
| 551 | 52.84 L | 359+16.58 | C/L Spout Springs Road |
| | 39.34 | S 82°24'40.1" W | |
| ARC LENGTH = 44.38 | | | |
| CHORD BEAR = S 2°11'13.1" E | | | |
| LINE CHORD = 43.31 | | | |
| PARCEL = 10.00 | | | |
| SCRIPT = 159°59'55.4" | | | |
| 555 | 24.38 L | 13+27.45 | Elgin Drive |
| | 43.43 | S 46°10'08.9" W | |
| 1220669 | 24.83 L | 13+50.03 | Elgin Drive |
| | 43.43 | S 46°10'08.9" W | |
| 1220670 | 25.00 L | 359+82.03 | C/L Spout Springs Road |
| ARC LENGTH = 164.03 | | | |
| CHORD BEAR = S 49°36'43.5" W | | | |
| LINE CHORD = 162.61 | | | |
| PARCEL = 2345.09 | | | |
| SCRIPT = 1°57'54.5" | | | |
| 1220671 | 25.00 L | 359+51.48 | C/L Spout Springs Road |
| | 43.12 | S 40°03'16.7" E | |
| 758 | 42.38 L | 359+55.5 | C/L Spout Springs Road |
| NEW R/W = 9293.31 SF | | | |
| REM R/W = 0.213 ACRES | | | |
| REMAINDER = +/- 0.3 ACRES | | | |

TEMP - PAR 127/5&10T — EASE'T FOR DEPT. OF TRANS., STRUCTURE — 0.226 AC

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 1220668 | 85.00 L | 359+51.03 | C/L Spout Springs Road |
| ARC LENGTH = 91.11 | | | |
| CHORD BEAR = S 47°29'51.8" E | | | |
| LINE CHORD = 91.11 | | | |
| PARCEL = 2345.09 | | | |
| SCRIPT = 1°47'34.5" | | | |
| 1220671 | 85.00 L | 359+51.48 | C/L Spout Springs Road |
| 1220672 | 125.00 L | 359+58.75 | C/L Spout Springs Road |
| 1220673 | 125.00 L | 359+78.08 | C/L Spout Springs Road |
| 1220674 | 85.00 L | 359+24.08 | C/L Spout Springs Road |
| TEMP EASEMENT AREA = 4957.01 SF | | | |

## (128) PATRICIA MARILYN JONES
SEE SHEET 60

NEW R/W - PAR 128/5&10C — NEW'S R/W — 0.226 AC

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 1220674 | 85.00 L | 360+01.57 | C/L Spout Springs Road |
| | 36.84 | S 68°08'31.8" E | |
| 754 | 54.01 L | 360+45.15 | C/L Spout Springs Road |
| | 34.92 | S 39°34'40.1" E | |
| 753 | 49.54 L | 360+23.84 | C/L Spout Springs Road |
| ARC LENGTH = 66.44 | | | |
| CHORD BEAR = S 51°25'52.6" E | | | |
| LINE CHORD = 64.40 | | | |
| PARCEL = 1863.96 | | | |
| SCRIPT = 17°01'26.5" | | | |
| 759 | 47.33 L | 359+53.43 | C/L Spout Springs Road |
| | 47.72 | S 46°49'16.7" W | |
| 1220671 | 85.00 L | 359+51.48 | C/L Spout Springs Road |
| ARC LENGTH = 190.43 | | | |
| CHORD BEAR = S 49°33'51.3" W | | | |
| LINE CHORD = 188.66 | | | |
| PARCEL = 2345.09 | | | |
| SCRIPT = 11°37'34.5" | | | |
| 1220674 | 85.00 L | 359+01.57 | C/L Spout Springs Road |
| NEW R/W = 6518.44 SF | | | |
| REM R/W = 0.104 ACRES | | | |
| REMAINDER = +/- 0.9 ACRES | | | |

TEMP - PAR 128/5&10 — EASE'T FOR DEPT. OF TRANS., STRUCTURE — 0.226 AC

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 1220675 | 85.00 L | 360+01.00 | C/L Spout Springs Road |
| ARC LENGTH = 91.11 | | | |
| CHORD BEAR = S 47°29'51.8" E | | | |
| LINE CHORD = 91.11 | | | |
| PARCEL = 2345.09 | | | |
| SCRIPT = 1°47'34.5" | | | |
| 1220671 | 85.00 L | 359+51.48 | C/L Spout Springs Road |
| 1220672 | 125.00 L | 359+58.75 | C/L Spout Springs Road |
| 1220673 | 125.00 L | 359+78.08 | C/L Spout Springs Road |
| 1220674 | 85.00 L | 359+24.08 | C/L Spout Springs Road |
| TEMP EASEMENT AREA = 4957.01 SF | | | |

DRIVE - PAR 128/5&10C — NEW'S DRIVE, EASE'T. — 0.226 AC

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 1220674 | 85.00 L | 360+01.00 | C/L Spout Springs Road |
| ARC LENGTH = 55.43 | | | |
| CHORD BEAR = S 46°22'15.4" E | | | |
| LINE CHORD = 54.41 | | | |
| PARCEL = 2945.00 | | | |
| SCRIPT = 1°17'56.5" | | | |
| 1220675 | 85.00 L | 359+55.00 | C/L Spout Springs Road |
| 1220676 | 125.00 L | 359+78.00 | C/L Spout Springs Road |
| 1220677 | 125.00 L | 359+19.00 | C/L Spout Springs Road |
| 1220678 | 85.00 L | 359+90.00 | C/L Spout Springs Road |

## (129) DESSIE GILLELAND
SEE SHEETS 60, 64, 104

NEW R/W - PAR 129/5&10-TRACT 1 — REM'S R/W — 0.226 AC

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 771 | 52.01 R | 360+11.58 | C/L Spout Springs Road |
| | 253.61 | S 32°34'42.1" W | |
| 853 | 15.52 R | 359+93.56 | C/L Spout Springs Road |
| ARC LENGTH = 442.13 | | | |
| CHORD BEAR = S 45°35'58.9" E | | | |
| LINE CHORD = 432.34 | | | |
| PARCEL = 2345.09 | | | |
| SCRIPT = 11°27'26.5" | | | |
| 853 | 26.83 R | 359+28.66 | C/L Spout Springs Road |
| ARC LENGTH = 114.66 | | | |
| CHORD BEAR = N 61°58'30.4" W | | | |
| LINE CHORD = 114.43 | | | |
| PARCEL = 5258.17 | | | |
| SCRIPT = 1°40'13.7" | | | |
| 855 | 71.33 R | 359+45.22 | C/L Spout Springs Road |
| | 120.10 | S 15°07'23.0" E | |
| 1220673 | 123.99 R | 359+56.92 | C/L Spout Springs Road |
| | 34.03 | S 25°42'03.1" E | |
| 1220680 | 93.96 R | 359+00.00 | C/L Spout Springs Road |
| ARC LENGTH = 254.03 | | | |
| CHORD BEAR = S 41°15'54.4" E | | | |
| LINE CHORD = 252.48 | | | |
| PARCEL = 28.06 | | | |
| SCRIPT = 1°54'45.1" | | | |
| 1220681 | 93.96 R | 359+00.03 | C/L Spout Springs Road |
| | 150.55 | S 3°37'36.1" E | |
| 1220682 | 118.96 R | 359+00.03 | C/L Spout Springs Road |
| | 135.65 | S 52°32'34.4" E | |
| 1220683 | 118.96 R | 359+01.55 | C/L Spout Springs Road |
| ARC LENGTH = 96.38 | | | |
| CHORD BEAR = S 57°15'42.8" E | | | |
| LINE CHORD = 96.18 | | | |
| PARCEL = 2345.09 | | | |
| SCRIPT = 1°52'33.7" | | | |
| 1220684 | 118.96 R | 359+20.03 | C/L Spout Springs Road |
| | 29.20 | N 89°54'31.4" E | |
| 1220685 | 130.00 R | 359+20.03 | C/L Spout Springs Road |
| | 26.25 | S 52°17'57.4" E | |
| 1220687 | 130.00 R | 359+15.75 | C/L Spout Springs Road |
| | 111.04 | S 32°09'58.5" W | |
| 771 | 29.69 R | 360+11.5 | C/L Spout Springs Road |
| NEW R/W = 65940.54 SF | | | |
| REM R/W = 1.513 ACRES | | | |
| TEMP. NEW R/W = 15413.25 SF | | | |
| TEMP. REM R/W = 1.110 ACRES | | | |
| REMAINDER = +/- 1.0 ACRES | | | |

NEW R/W - PAR 129/5&10-TRACT 2 — REM'S R/W — 0.226 AC

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 1220686 | 350.55 R | 359+58.92 | Lake Sterling/Ellsworth Lane |
| | 42.41 | N 73°30'23.2" E | |
| 697 | 338.86 R | 359+58.16 | Lake Sterling/Ellsworth Lane |
| ARC LENGTH = 111.17 | | | |
| CHORD BEAR = N 72°27'30.7" E | | | |
| LINE CHORD = 110.27 | | | |
| PARCEL = 3815.69 | | | |
| SCRIPT = 16°34'23.5" | | | |
| 822 | 332.74 R | 359+55.54 | Lake Sterling/Ellsworth Lane |
| | 4.16 | N 88°34'10.5" E | |
| 1220687 | 322.19 R | 359+62.03 | Lake Sterling/Ellsworth Lane |
| | 55.61 | S 2°17'05.8" E | |
| 1220688 | 278.00 R | 359+62.03 | Lake Sterling/Ellsworth Lane |
| | 101.45 | S 17°17'28.9" W | |
| 1220689 | 404.50 R | 359+55.03 | Lake Sterling/Ellsworth Lane |
| | 55.65 | N 17°29'43.1" W | |
| 1220690 | 350.55 R | 359+58.5 | Lake Sterling/Ellsworth Lane |
| NEW R/W = 5538.61 SF | | | |
| REM R/W = 0.214 ACRES | | | |

DRIVE - PAR 129/5&10 — NEW'S DRIVE, EASE'T. — 0.226 AC

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 1220687 | 130.00 R | 359+15.03 | Lake Sterling/Ellsworth |
| 1220688 | 130.00 R | 359+62.03 | Lake Sterling/Ellsworth |
| 1220689 | 130.00 R | 359+62.03 | Lake Sterling/Ellsworth |
| 1220690 | 130.00 R | 359+15.03 | Lake Sterling/Ellsworth |
| 1220691 | 130.00 R | 359+15.03 | Lake Sterling/Ellsworth |

## (130) SHIRLEY LOTT MOORE
SEE SHEET 60

NEW R/W - PAR 130/5&10A — REM'S R/W — 0.226 AC

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 762 | 56.35 L | 359+32.15 | C/L Spout Springs Road |
| ARC LENGTH = 147.01 | | | |
| CHORD BEAR = S 45°25'03.9" E | | | |
| LINE CHORD = 144.19 | | | |
| PARCEL = 31140.03 | | | |
| SCRIPT = 17°09'24.9" | | | |
| 763 | 64.47 L | 359+33.15 | C/L Spout Springs Road |
| | 180.86 | S 52°24'40.1" E | |
| 764 | 62.33 L | 359+98.36 | C/L Spout Springs Road |
| | 104.65 | S 82°37'31.4" E | |
| 1220686 | 90.00 L | 359+55.13 | C/L Spout Springs Road |
| | 130.12 | S 32°09'58.5" E | |
| 1220687 | 90.00 L | 359+88.43 | C/L Spout Springs Road |
| ARC LENGTH = 97.65 | | | |
| CHORD BEAR = S 56°17'58.1" E | | | |
| LINE CHORD = 97.02 | | | |
| PARCEL = 1345.09 | | | |
| SCRIPT = 37°17'47.5" | | | |
| 1220742 | 53.00 L | 11+04.38 | Cooper Lake Drive |
| | 4.41 | S 2°21'36.4" W | |
| 1220743 | 50.00 L | 11+59.34 | Cooper Lake Drive |
| | 68.58 | N 87°38'23.3" W | |
| 745 | 68.58 R | 11+59.32 | Cooper Lake Drive |
| | 36.77 | N 87°38'23.3" W | |
| 746 | 14.77 R | 11+23.55 | Cooper Lake Drive |
| | 32.16 | N 45°37'51.7" W | |
| 747 | 15.46 L | 11+34.03 | Cooper Lake Drive |
| | 1.66 | N 24°58'32.1" W | |
| 748 | 11.53 L | 11+34.03 | Cooper Lake Drive |
| | 31.41 | N 23°32'19.7" W | |
| 1220745 | 49.00 L | 12+11.31 | Cooper Lake Drive |
| ARC LENGTH = 36.59 | | | |
| CHORD BEAR = N 20°30'16.5" E | | | |
| LINE CHORD = 36.44 | | | |
| PARCEL = 1813.09 | | | |
| SCRIPT = 36°58'18.1" | | | |
| 1220689 | 49.00 L | 359+11.0 | C/L Spout Springs Road |
| ARC LENGTH = 71.51 | | | |
| CHORD BEAR = N 40°53'55.0" W | | | |
| LINE CHORD = 71.53 | | | |
| PARCEL = 3056.00 | | | |
| SCRIPT = 1°31'15.2" | | | |
| 1220690 | 56.00 L | 359+45.51 | C/L Spout Springs Road |
| | 13.15 | N 25°07'42.5" W | |
| 759 | 64.68 L | 359+58.51 | C/L Spout Springs Road |
| | 71.36 | N 75°37'56.6" W | |
| 762 | 56.35 L | 359+32.8 | C/L Spout Springs Road |
| NEW R/W = 10604.15 SF | | | |
| REM R/W = 0.358 ACRES | | | |
| REMAINDER (OUT LOT) = +/- 0.01 ACRES | | | |
| REMAINDER (OUT LOT) = +/- 0.11 ACRES | | | |

STV 100 years
3784 CRESTWOOD PARKWAY NW, SUITE 500
DULUTH, GEORGIA 30096
PHONE: (770)497-6797 FAX: (770)935-9131

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 11/20/17 | REVISED REMAINDER FOR PARCEL 130. | | |
| 10/25/17 | ADDED DRIVEWAY EASEMENT ON PARCEL 129. | | |
| 04/20/17 | ADDED CONSTRUCTION EASEMENT TO PARCEL 129. | | |
| 09/29/16 | REMOVED DRIVEWAY EASEMENT AND ADDED RECREATION EASEMENT ON PARCEL 129. | | |
| | | | |
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0006879
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1210
DATE 4/17/15 SH 62 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 63 | 111 |

## (230) KAZANIY WECK
SEE SHEET 60

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 3021287 | 14.54 L | 19+45.30 | Cogil Drive |
| POB (LEASE) - 15.54 | | | |
| CROSS TO RW - S 38°22'16.5" W | | | |
| RW TO CROSS - 14.54 | | | |
| AREA = 110.43 SQ FEET = 2.5" DIA IR | | | |
| 3021288 | 15.54 L | 19+45.30 | Cogil Drive |
| 3021289 | 55.03 L | 19+45.30 | Cogil Drive |
| 3021290 | 57.03 L | 19+45.30 | Cogil Drive |
| 3021291 | 45.03 L | 19+45.30 | Cogil Drive |
| 3021292 | 30.54 L | 19+45.30 | Cogil Drive |

## (231) ASSEMBLY OF GOD HISPANIC CHURCH
SEE SHEET 60

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 3021293 | 15.54 R | 19+53.30 | Cooper Lake Drive |
| TIE | 30.03 R | 11+76.12 | Cooper Lake Drive |
| 3021294 | 120.03 R | 11+43.08 | Cooper Lake Drive |
| 3021295 | 120.03 R | 19+53.30 | Cooper Lake Drive |
| 3021296 | 90.03 R | 19+53.30 | Cooper Lake Drive |
| 3021297 | 15.54 R | 19+53.30 | Cooper Lake Drive |

## (232) KAP-LOOPER LAKE, LLC
SEE SHEET 60

RECD R/W - PAR 232/SHEET 00 RECD R/W DEED#

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| TIE | 30.03 L | 11+43.08 | Cooper Lake Drive |
| | 21.42 | S 21°00'31.3" E | |
| 4946 | 120.03 L | 11+43.08 | Cooper Lake Drive |
| | 56.13 | S 7°20'13.2" W | |
| 4947 | 74.05 L | 19+53.30 | Cooper Lake Drive |
| | 24.36 | S 13°33'02.2" W | |
| 3021286 | 15.54 L | 19+53.30 | Cooper Lake Drive |
| | 78.30 | N 7°24'25.5" E | |
| 3021287 | 30.03 L | 11+43.43 | Cooper Lake Drive |
| | 2.40 | S 86°41'26.5" E | |
| TIE | 30.03 L | 11+43.4 | Cooper Lake Drive |
| RECD R/W - 130.83 SQ FEET | | | |
| RECD R/W - 0.003 ACRES | | | |
| RECD AREA - +/- 2.45 ACRES | | | |

RESRT - PAR 232/SHEET 00 EXSMT FOR CROSS, & MISC. OF SLOPES AND UTILITIES

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 3021287 | 30.03 L | 11+43.43 | Cooper Lake Drive |
| | 78.30 | S 7°24'25.5" W | |
| 3021286 | 15.54 L | 19+53.30 | Cooper Lake Drive |
| | 24.48 | S 53°53'32.2" W | |
| 3021288 | 45.03 L | 19+53.30 | Cooper Lake Drive |
| | 66.65 | S 15°29'42.4" E | |
| 3021289 | 42.53 L | 11+43.43 | Cooper Lake Drive |
| | 5.14 | S 86°41'26.5" E | |
| 3021287 | 30.03 L | 11+43.4 | Cooper Lake Drive |
| RECD EXCMT - 97.24 SQ FEET | | | |
| RECD EXCMT - 0.001 ACRES | | | |

## (233) KAP-LOOPER LAKE, LLC
SEE SHEET 60

RECD R/W - PAR 233/SHEET 00 RECD R/W DEED#

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 3021286 | 30.11 L | 11+43.08 | Cooper Lake Drive |
| | 2.54 | S 24°38'08.2" E | |
| 750 | 37.18 L | 11+51.35 | Cooper Lake Drive |
| | 33.91 | S 21°22'32.4" E | |
| TIE | 30.03 L | 11+71.35 | Cooper Lake Drive |
| | 1.40 | N 86°41'26.5" W | |
| 3021287 | 30.03 L | 11+43.43 | Cooper Lake Drive |
| | 15.32 | N 7°24'25.5" E | |
| 3021286 | 30.11 L | 11+60.2 | Cooper Lake Drive |
| RECD R/W - 62.45 SQ FEET | | | |
| RECD R/W - 0.001 ACRES | | | |
| RECD AREA - +/- 2.40 ACRES | | | |

RESRT - PAR 233/SHEET 00 EXSMT FOR CROSS, & MISC. OF SLOPES AND UTILITIES

| PNT | OFFSET / DIST | STATION / BEARING | ALIGNMENT |
|---|---|---|---|
| 3021286 | 30.11 L | 11+60.09 | Cooper Lake Drive |
| | 15.32 | S 7°24'25.5" W | |
| 3021287 | 30.03 L | 11+43.43 | Cooper Lake Drive |
| | 4.14 | S 86°41'26.5" W | |
| 3021289 | 42.53 L | 11+43.43 | Cooper Lake Drive |
| | 17.93 | N 15°29'42.4" E | |
| 3021286 | 30.11 L | 11+60.2 | Cooper Lake Drive |
| RECD EXCMT - 34.24 SQ FEET | | | |
| RECD EXCMT - 0.001 ACRES | | | |

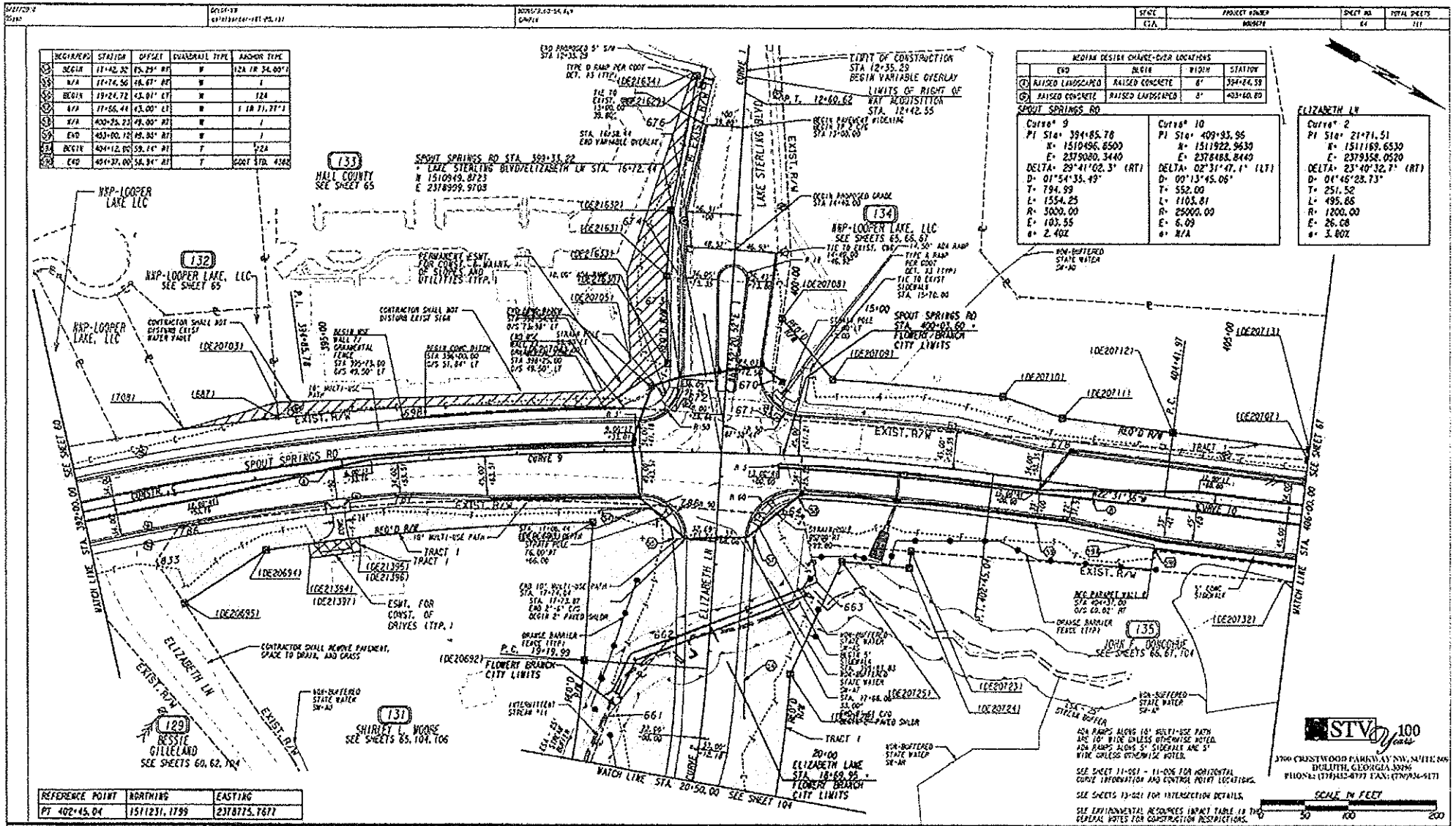
STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770) 453-6393 FAX: (770) 935-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/15/17 | REVISED PDAL EASEMENT DESCRIPTION TO INCLUDE UTILITIES | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1419 / 1270
DATE 4/17/15 SH 63 OF 111




| BEGIN/END | STATION | OFFSET | DIVERSION TYPE | ANCHOR TYPE |
|---|---|---|---|---|
| BEGIN | 17+42.32 | 69.29' RT | W | 12A IR 34.00' |
| N/A | 17+74.56 | 46.67' RT | W | I |
| BEGIN | 19+24.72 | 43.81' LT | W | 12A |
| N/A | 17+55.44 | 43.00' LT | W | I 18 71.21' |
| N/A | 400+25.23 | 49.00' RT | W | I |
| END | 403+00.19 | 49.85' RT | W | I |
| BEGIN | 404+12.05 | 59.24' RT | T | 12A |
| END | 404+37.00 | 56.34' RT | T | GDOT STD. 4148 |

| MEDIAN DESIGN CHANGE-OVER LOCATIONS | | | | |
|---|---|---|---|---|
| | END | BEGIN | WIDTH | STATION |
| ① | RAISED LANDSCAPED | RAISED CONCRETE | 6' | 394+64.58 |
| ② | RAISED CONCRETE | RAISED LANDSCAPED | 5' | 403+60.89 |

| SPOUT SPRINGS RD | |
|---|---|
| Curve 9 | Curve 10 |
| PI Sta: 394+85.78 | PI Sta: 409+93.96 |
| N: 1510496.8500 | N: 1511922.9630 |
| E: 2379080.3440 | E: 2378483.8440 |
| DELTA: 29°41'02.3" (RT) | DELTA: 02°31'47.1" (LT) |
| D: 01°54'35.49" | D: 00°13'45.06" |
| T: 794.99 | T: 552.00 |
| L: 1554.25 | L: 1103.81 |
| R: 3000.00 | R: 25000.00 |
| E: 103.55 | E: 6.09 |
| e: 2.40% | e: N/A |

| ELIZABETH LN |
|---|
| Curve 2 |
| PI Sta: 21+71.51 |
| N: 1511169.6539 |
| E: 2379358.0520 |
| DELTA: 23°40'32.7" (RT) |
| D: 04°46'28.73" |
| T: 251.52 |
| L: 495.86 |
| R: 1200.00 |
| E: 26.08 |
| e: 3.80% |

| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| PT 402+45.04 | 1511231.1799 | 2378775.7677 |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 05/31/17 | REVISED FENCE FROM PARCEL 134, REVISED TEMPORARY EASEMENT FOR CONSTRUCTION OF FENCE FROM PARCEL 134 | | |
| 07/25/17 | REVISED LEGENDS AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES | | |
| 08/22/18 | ADDED 30 FOOT BUFFERING NOTE TO PARCEL 133 | | |

STV 100 Years
3200 CROSSWOOD PARKWAY NW, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)432-0999 FAX: (770)934-9171

SCALE IN FEET
0 50 100 200

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NOS: N/A
LAND DISTRICT: N/A
GMS: 1219
DATE 4/17/15 SH 64 OF 111

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0005679 | 65 | 111 |

## (131) SHIRLEY L. MOORE
SEE SHEETS 64, 104, 106

REQD R/W - PAR 131/SH112-TRACT 1 REQ'D R/W DE2055

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| | | | |
| 786 | 37.24 R | 359+05.55 | CTL Sport Springs Road |
| ARC LENGTH = 262.36 | | | |
| CHORD BEAR = N 35°55'21.4" W | | | |
| CHORD = 260.39 | | | |
| LAST CHORD = 286.95 | | | |
| RADIUS = 3958.09 | | | |
| DEGREE = 1°26'51.1" | | | |
| 787 | 56.25 R | 359+76.25 | CTL Sport Springs Road |
| ARC LENGTH = 306.81 | | | |
| CHORD BEAR = N 39°19'36.8" W | | | |
| LAST CHORD = 306.62 | | | |
| RADIUS = 2865.53 | | | |
| DEGREE = 2°00'04.0" | | | |
| 788 | 96.25 R | 17+78.06 | Lake Sturtevant/Elizabeth Lane |
| | 132.55 | N 25°49'31.0" W | |
| 564 | 97.78 L | 17+78.39 | Lake Sturtevant/Elizabeth Lane |
| | 31.32 | N 61°37'40.4" E | |
| 776 | 165.08 L | 17+78.06 | Lake Sturtevant/Elizabeth Lane |
| | 76.52 | N 41°39'45.1" E | |
| 563 | 118.74 L | 18+10.26 | Lake Sturtevant/Elizabeth Lane |
| | 106.17 | S 56°40'33.9" E | |
| 562 | 47.41 R | 19+30.19 | Lake Sturtevant/Elizabeth Lane |
| | 102.13 | S 80°45'56.0" E | |
| 561 | 197.26 R | 19+86.64 | Lake Sturtevant/Elizabeth Lane |
| | 102.33 | N 80°07'54.1" E | |
| DE2055D | 126.43 R | 21+99.00 | Lake Sturtevant/Elizabeth Lane |
| | 13.55 | S 11°31'52.7" E | |
| DE2055I | 143.03 R | 21+98.00 | Lake Sturtevant/Elizabeth Lane |
| ARC LENGTH = 158.81 | | | |
| CHORD BEAR = S 69°18'18.6" W | | | |
| LAST CHORD = 156.16 | | | |
| RADIUS = 4868.00 | | | |
| DEGREE = 1°10'46.5" | | | |
| DE2055Z | 143.03 R | 19+45.39 | Lake Sturtevant/Elizabeth Lane |
| | 102.14 | S 63°32'08.1" W | |
| DE2055J | 88.03 R | 359+55.00 | CTL Sport Springs Road |
| ARC LENGTH = 374.71 | | | |
| CHORD BEAR = S 34°53'24.4" E | | | |
| LAST CHORD = 374.42 | | | |
| RADIUS = 2929.00 | | | |
| DEGREE = 1°57'43.5" | | | |
| DE2055H | 88.03 R | 356+29.00 | CTL Sport Springs Road |
| | 102.03 | S 63°37'05.2" E | |
| DE2055G | 126.03 R | 355+55.17 | CTL Sport Springs Road |
| | 58.58 | S 25°36'53.7" W | |
| 633 | 71.33 R | 355+21.14 | CTL Sport Springs Road |
| | 47.71 | N 85°45'52.2" W | |
| 785 | 37.24 R | 355+65.5 | CTL Sport Springs Road |
| REQD R/W = 5852.59 SF | | | |
| REQD R/W = 1.343 ACRES | | | |
| TOTAL REQD R/W = 102941.38 SF | | | |
| TOTAL REQD R/W = 5.13 ACRES | | | |
| PERMANENT EASEMENT (P.E.) = +/- 0.5 ACRES | | | |
| PERMANENT SLOPE (PES) = +/- 1.3 ACRES | | | |

REQD R/W - PAR 131/SH112-TRACT 2 REQ'D R/W DE2056

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2056 | 75.00 L | 359+55.59 | Lake Sturtevant/Elizabeth Lane |
| | 524.56 | N 85°35'33.6" E | |
| DE2056F | 75.00 L | 360+03.03 | Lake Sturtevant/Elizabeth Lane |
| | 54.50 | S 42°39'56.8" E | |
| DE2056G | 45.00 L | 359+74.18 | Lake Sturtevant/Elizabeth Lane |
| | 25.18 | S 41°39'30.1" E | |
| 861 | 17.08 L | 359+55.91 | Lake Sturtevant/Elizabeth Lane |
| | 92.56 | S 84°47'32.1" E | |
| 862 | 14.09 R | 359+57.17 | Lake Sturtevant/Elizabeth Lane |
| | 74.94 | S 85°11'45.5" E | |
| 863 | 42.29 R | 359+60.69 | Lake Sturtevant/Elizabeth Lane |
| | 58.81 | S 85°36'58.0" E | |
| 641 | 62.20 R | 359+61.42 | Lake Sturtevant/Elizabeth Lane |
| | 140.69 | S 83°26'23.1" E | |
| DE2056I | 126.27 R | 359+15.39 | Lake Sturtevant/Elizabeth Lane |
| | 56.37 | N 2°57'46.4" W | |
| DE2056J | 65.00 R | 359+58.00 | Lake Sturtevant/Elizabeth Lane |
| | 249.14 | S 2°57'46.4" E | |
| DE2056I | 65.00 R | 359+15.39 | Lake Sturtevant/Elizabeth Lane |
| ARC LENGTH = 79.57 | | | |
| CHORD BEAR = S 31°03'15.8" W | | | |
| LAST CHORD = 75.20 | | | |
| RADIUS = 1175.00 | | | |
| DEGREE = 5°00'51.1" | | | |
| DE2055Z | 65.00 R | 359+55.17 | Lake Sturtevant/Elizabeth Lane |
| | 8.16 | N 59°10'15.1" E | |
| 558 | 53.35 R | 24+38.13 | Lake Sturtevant/Elizabeth Lane |
| | 256.55 | N 61°37'40.1" E | |
| DE2056K | 55.00 L | 359+55.5 | Lake Sturtevant/Elizabeth Lane |
| REQD R/W = 15018.35 SF | | | |
| REQD R/W = 0.345 ACRES | | | |

DNEASE - PAR 131/SH112 - TRACT 1 REQ'D DRNG. EASE'T. DE2055C

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2055A | 80.00 R | 359+59.00 | CTL Sport Springs Road |
| ARC LENGTH = 52.49 | | | |
| CHORD BEAR = N 39°09'16.3" W | | | |
| LAST CHORD = 52.48 | | | |
| RADIUS = 2929.00 | | | |
| DEGREE = 1°57'43.5" | | | |
| DE2055B | 80.00 R | 359+10.00 | CTL Sport Springs Road |
| DE2055C | 80.00 R | 359+10.00 | CTL Sport Springs Road |
| DE2055D | 80.00 R | 359+59.00 | CTL Sport Springs Road |
| DE2055E | 80.00 R | 359+59.00 | CTL Sport Springs Road |

DNEASE - PAR 131/SH112 - TRACT 2 REQ'D DRNG. EASE'T. DE2055G

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2055K | 65.00 R | 359+59.00 | Lake Sturtevant/Elizabeth Lane |
| DE2055L | 65.00 R | 359+15.39 | Lake Sturtevant/Elizabeth Lane |
| DE2055M | 120.32 R | 359+15.39 | Lake Sturtevant/Elizabeth Lane |
| DE2055N | 132.29 R | 359+15.39 | Lake Sturtevant/Elizabeth Lane |
| DE2055O | 65.00 R | 359+59.00 | Lake Sturtevant/Elizabeth Lane |

DNEASE - PAR 131/SH112 - TRACT 3 REQ'D DRNG. EASE'T. DE2055H

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2055P | 55.00 L | 359+08.00 | Lake Sturtevant/Elizabeth Lane |
| DE2055Q | 55.00 L | 359+08.00 | Lake Sturtevant/Elizabeth Lane |
| DE2055R | 100.00 L | 359+08.00 | Lake Sturtevant/Elizabeth Lane |
| DE2055S | 100.00 L | 359+08.00 | Lake Sturtevant/Elizabeth Lane |
| DE2055T | 55.00 L | 359+08.00 | Lake Sturtevant/Elizabeth Lane |

## (132) KNP-LOOPER LAKE, LLC
SEE SHEET 64

PESAT - PAR 132/SH105 (DON'T USE CONST. & ADJUST. OF SLOPES AND UTILITIES) DE2057

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 687 | 57.82 L | 359+15.44 | CTL Sport Springs Road |
| ARC LENGTH = 180.79 | | | |
| CHORD BEAR = S 36°35'56.4" E | | | |
| LAST CHORD = 167.15 | | | |
| RADIUS = 5958.31 | | | |
| DEGREE = 1°09'11.3" | | | |
| 788 | 71.35 L | 359+30.44 | CTL Sport Springs Road |
| | 108.56 | S 61°07'02.8" E | |
| DE2057D | 85.00 L | 359+15.41 | CTL Sport Springs Road |
| | 11.41 | N 55°18'46.0" E | |
| 687 | 57.82 L | 359+15.4 | CTL Sport Springs Road |
| REQD EASE'T = 904.51 SF | | | |
| REQD EASE'T = 0.021 ACRES | | | |
| REMAINDER = +/- 0.42 ACRES | | | |

## (133) HALL COUNTY
SEE SHEET 64

REQD R/W - PAR 133/SH113 REQ'D R/W DE2058

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2058A | 55.00 R | 12+45.89 | Lake Sturtevant/Elizabeth |
| ARC LENGTH = 29.81 | | | |
| CHORD BEAR = N 16°18'02.9" E | | | |
| LAST CHORD = 15.21 | | | |
| RADIUS = 28.00 | | | |
| DEGREE = 204°32'44.0" | | | |
| 673 | 43.24 R | 12+43.76 | Lake Sturtevant/Elizabeth |
| ARC LENGTH = 259.56 | | | |
| CHORD BEAR = N 64°39'01.9" E | | | |
| LAST CHORD = 204.90 | | | |
| RADIUS = 264.00 | | | |
| DEGREE = 21°59'14.9" | | | |
| 674 | 82.48 R | 14+72.18 | Lake Sturtevant/Elizabeth |
| | 111.30 | N 53°38'35.0" E | |
| 673 | 56.03 R | 15+20.26 | Lake Sturtevant/Elizabeth |
| | 42.16 | N 83°32'47.5" E | |
| 672 | 41.84 L | 356+00.46 | CTL Sport Springs Road |
| | 84.87 | S 26°55'30.2" E | |
| DE2058A | 55.03 L | 356+58.09 | CTL Sport Springs Road |
| | 81.86 | N 63°03'03.6" W | |
| DE2058B | 82.69 R | 12+76.09 | Lake Sturtevant/Elizabeth |
| | 108.32 | S 53°17'54.4" W | |
| DE2058I | 15.03 R | 14+28.08 | Lake Sturtevant/Elizabeth |
| | 73.30 | S 63°49'05.5" W | |
| DE2058J | 15.03 R | 14+63.09 | Lake Sturtevant/Elizabeth |
| | 166.55 | S 71°16'45.7" W | |
| DE2058K | 55.03 R | 12+45.9 | Lake Sturtevant/Elizabeth |
| REQD R/W = 5746.57 SF | | | |
| REQD R/W = 0.132 ACRES | | | |
| REMAINDER = +/- 4.9 ACRES | | | |

PESAT - PAR 133/SH113 (DON'T USE CONST. & ADJUST. OF SLOPES AND UTILITIES) DE2059

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2059A | 68.03 R | 12+45.55 | Lake Sturtevant/Elizabeth |
| ARC LENGTH = 6.11 | | | |
| CHORD BEAR = S 5°31'54.5" E | | | |
| LAST CHORD = 6.09 | | | |
| RADIUS = 70.00 | | | |
| DEGREE = 286°38'14.9" | | | |
| DE2059B | 55.03 R | 12+45.88 | Lake Sturtevant/Elizabeth |
| | 155.55 | N 11°16'45.1" E | |
| DE2059C | 75.03 R | 14+02.06 | Lake Sturtevant/Elizabeth |
| | 15.60 | N 61°57'20.3" E | |
| DE2059I | 75.03 R | 14+63.50 | Lake Sturtevant/Elizabeth |
| | 102.32 | N 53°17'54.4" E | |
| DE2059D | 67.03 R | 15+28.08 | Lake Sturtevant/Elizabeth |
| | 86.66 | S 63°49'05.5" E | |
| DE2059H | 55.79 L | 356+00.00 | CTL Sport Springs Road |
| ARC LENGTH = 226.85 | | | |
| CHORD BEAR = S 20°19'47.0" E | | | |
| LAST CHORD = 221.52 | | | |
| RADIUS = 265.00 | | | |
| DEGREE = 21°40'35.5" | | | |
| 666 | 61.34 L | 355+50.43 | CTL Sport Springs Road |
| ARC LENGTH = 149.39 | | | |
| CHORD BEAR = S 34°49'50.3" E | | | |
| LAST CHORD = 146.15 | | | |
| RADIUS = 5608.31 | | | |
| DEGREE = 1°00'51.5" | | | |
| 667 | 61.82 L | 356+16.44 | CTL Sport Springs Road |
| | 11.41 | S 56°19'48.8" W | |
| DE2059B | 85.03 L | 356+56.41 | CTL Sport Springs Road |
| | 93.05 | N 32°11'53.3" W | |
| DE2059C | 70.03 L | 359+00.00 | CTL Sport Springs Road |
| | 46.27 | N 11°15'16.2" W | |
| DE2059D | 102.03 R | 14+28.08 | Lake Sturtevant/Elizabeth |
| | 102.33 | S 80°07'54.4" W | |
| DE2059E | 102.03 R | 14+63.50 | Lake Sturtevant/Elizabeth |
| | 240.09 | S 71°16'45.7" W | |
| DE2059F | 61.03 R | 12+42.5 | Lake Sturtevant/Elizabeth |
| REQD EASE'T = 15411.61 SF | | | |
| REQD EASE'T = 0.353 ACRES | | | |

## (134) KNP-LOOPER LAKE, LLC
SEE SHEETS 64, 66, 67

REQD R/W - PAR 134/SH115-TRACT 1 REQ'D R/W DE2060

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2060I | 65.17 L | 409+00.00 | CTL Sport Springs Road |
| 678 | 116.26 | S 25°37'08.0" E | |
| | 0.00 L | 0+00.00 | CTL Sport Springs Road |
| | 338.30 | S 25°14'21.0" E | |
| 677 | 42.00 L | 399+82.25 | CTL Sport Springs Road |
| | 41.43 | S 51°52'45.3" W | |
| 676 | 54.00 L | 399+45.21 | Lake Sturtevant/Elizabeth |
| | 72.45 | S 64°55'16.2" W | |
| DE2060B | 55.02 L | 399+56.60 | Lake Sturtevant/Elizabeth |
| | 58.09 | N 15°37'31.5" E | |
| DE2060A | 35.00 L | 409+55.60 | CTL Sport Springs Road |
| ARC LENGTH = 65.75 | | | |
| CHORD BEAR = N 74°30'32.5" W | | | |
| LAST CHORD = 65.61 | | | |
| RADIUS = 3092.08 | | | |
| DEGREE = 1°51'15.2" | | | |
| DE2060B | 35.00 L | 409+65.60 | CTL Sport Springs Road |
| | 71.38 | S 76°25'55.7" W | |
| DE2060I | 75.00 L | 409+65.60 | CTL Sport Springs Road |
| | 126.56 | N 15°37'04.1" W | |
| DE2060J | 75.00 L | 410+01.97 | CTL Sport Springs Road |
| ARC LENGTH = 151.55 | | | |
| CHORD BEAR = N 26°42'28.0" W | | | |
| LAST CHORD = 151.34 | | | |
| RADIUS = 2020.09 | | | |
| DEGREE = 2°50'01.0" | | | |
| DE2060J | 75.00 L | 409+50.50 | CTL Sport Springs Road |
| | 71.23 | N 63°05'45.5" E | |
| DE2060K | 64.17 L | 409+05.3 | CTL Sport Springs Road |
| REQD R/W = 22803.42 SF | | | |
| REQD R/W = 0.523 ACRES | | | |
| TOTAL REQD R/W = 28728.35 SF | | | |
| TOTAL REQD R/W = 0.626 ACRES | | | |
| REMAINDER = +/- 13 ACRES | | | |

REQD R/W - PAR 134/SH115-TRACT 2 REQ'D R/W DE2061

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2061A | 16.24 L | 409+35.03 | CTL Sport Springs Road |
| | 29.32 | S 25°25'51.5" E | |
| DE2061B | 11.03 L | 409+65.03 | CTL Sport Springs Road |
| | 29.12 | S 66°32'28.6" W | |
| DE2061A | 195.00 L | 409+35.03 | CTL Sport Springs Road |
| | 29.32 | N 25°25'25.2" W | |
| DE2061B | 195.03 L | 409+65.03 | CTL Sport Springs Road |
| | 26.16 | N 65°19'21.1" E | |
| DE2061A | 16.24 L | 409+35.3 | CTL Sport Springs Road |
| REQD R/W = 814.29 SF | | | |
| REQD R/W = 0.019 ACRES | | | |

REQD R/W - PAR 134/SH115-TRACT 3 REQ'D R/W DE2062

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE2062A | 25.31 R | 359+23.09 | Coplitch Farm Road |
| | 158.65 | N 11°37'32.5" E | |
| 573 | 32.98 R | 11+56.13 | Coplitch Farm Road |
| | 22.22 | S 25°25'53.2" E | |
| DE2062I | 55.02 R | 11+41.41 | Coplitch Farm Road |
| ARC LENGTH = 85.85 | | | |
| CHORD BEAR = S 77°34'06.2" W | | | |
| LAST CHORD = 83.95 | | | |
| RADIUS = 105.69 | | | |
| DEGREE = 53°29'58.0" | | | |
| DE2062C | 55.02 R | 11+21.74 | Coplitch Farm Road |
| | 122.65 | S 63°36'43.2" W | |
| DE2062I | 40.02 R | 10+58.06 | Coplitch Farm Road |
| | 16.63 | N 13°42'34.4" W | |
| DE2062K | 25.31 R | 10+90.6 | Coplitch Farm Road |
| REQD R/W = 3996.54 SF | | | |
| REQD R/W = 0.092 ACRES | | | |


STV 100 Years
3200 CRESTWOOD PARKWAY NW, SUITE 460
DULUTH, GEORGIA 30096
PHONE: (770)453-0777 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 07/29/15 | REVISED PERM. EASEMENT DESCRIPTION TO INCLUDE UTILITIES | | |
| 11/03/15 | REVISED REMAINDER FOR PARCEL 131 | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 65 OF 111

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA. | 0009679 | 65 | 111 |

**134** (CONTINUED)
**JAB-LOOPER LAKE, LLC**
SEE SHEETS 64, 65, 67

RCSR - PAR 135/SR369-TRACT 1 EASEMENT FOR CROSS, OF FENCE 0009653

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0009653 | 75.70 L | 454+50.59 | O/L Spout Springs Road |
| ANC TANGENT = 154.56 | | | |
| CHORD BEAR = S 29°32'28.0" E | | | |
| LINE CHORD = 157.56 | | | |
| RADIUS = 24855.86 | | | |
| DELTA = 0°21'45.5" | | | |
| 0009649 | 75.90 L | 454+41.97 | O/L Spout Springs Road |
| 0009611 | 75.90 L | 452+15.90 | O/L Spout Springs Road |
| 0009610 | 80.96 L | 452+15.90 | O/L Spout Springs Road |
| ANC TANGENT = 154.78 | | | |
| CHORD BEAR = S 29°29'28.5" E | | | |
| LINE CHORD = 155.67 | | | |
| RADIUS = 5980.86 | | | |
| DELTA = 1°29'13.2" | | | |
| 0009609 | 80.90 L | 450+55.90 | O/L Spout Springs Road |
| 0009608 | 80.90 L | 450+30.74 | O/L Spout Springs Road |
| 0009607 | 80.88 L | 450+05.90 | O/L Spout Springs Road |
| 0009606 | 80.90 L | 449+75.90 | O/L Spout Springs Road |
| 0009605 | 80.90 L | 449+60.90 | O/L Spout Springs Road |
| 0009604 | 80.90 L | 449+45.90 | O/L Spout Springs Road |
| ROAD EASEMENT AREA = 0.248 SF | | | |
| TOTAL EASEMENT AREA = 10,800.42 SF | | | |

RCSR - PAR 135/SR369 - TRACT 2 EASEMENT FOR CROSS, OF FENCE 0009654

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0009655 | 78.79 R | 7+55.80 | Crawford Farm Road |
| 0009656 | 80.31 R | 10+80.80 | Crawford Farm Road |
| 0009657 | 82.90 R | 10+80.80 | Crawford Farm Road |
| 0009658 | 84.90 R | 11+21.74 | Crawford Farm Road |
| ANC TANGENT = 43.62 | | | |
| CHORD BEAR = N 17°39'06.1" E | | | |
| LINE CHORD = 42.55 | | | |
| RADIUS = 676.20 | | | |
| DELTA = 3°37'26.8" | | | |
| 0009651 | 85.90 R | 11+55.80 | Crawford Farm Road |
| 0009650 | 85.90 R | 11+80.80 | Crawford Farm Road |
| 0009652 | 86.90 R | 11+97.74 | Crawford Farm Road |
| 0009696 | 85.90 R | 12+55.80 | Crawford Farm Road |
| 0009695 | 85.90 R | 13+05.80 | Crawford Farm Road |
| ROAD EASEMENT AREA = 597.99 SF | | | |

**135** JOHN F. DONOGHUE
SEE SHEETS 64, 67, 104

RCSR R/W - PAR 135/SR369-TRACT 1 RECD R/W 0009653

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0009696 | 95.00 L | 454+55.59 | Late Sterling/Ellsworth |
| | 206.96 | S 41°57'40.1" W | |
| 058 | 95.97 R | 2+05.83 | Late Sterling/Ellsworth |
| | 61.33 | S 36°42'15.1" W | |
| 059 | 103.58 R | 2+53.48 | Late Sterling/Ellsworth |
| | 46.32 | S 63°11'05.4" W | |
| 060 | 139.75 R | 2+87.78 | Late Sterling/Ellsworth |
| | 165.09 | S 07°11'54.1" W | |
| 061 | 128.99 R | 4+48.84 | Late Sterling/Ellsworth |
| | 108.16 | S 81°10'35.9" W | |
| 062 | 92.80 R | 5+45.18 | Late Sterling/Ellsworth |
| | 124.12 | S 57°24'33.9" W | |
| 063 | 148.11 L | 5+12.66 | Late Sterling/Ellsworth |
| | 93.83 | S 41°32'46.1" W | |
| 116 | 95.70 R | 6+28.35 | O/L Spout Springs Road |
| | 117.75 | S 34°47'31.0" W | |
| 0009703 | 88.21 R | 6+43.84 | O/L Spout Springs Road |
| | 74.19 | S 65°32'52.5" E | |
| 0009704 | 172.80 R | 6+43.84 | O/L Spout Springs Road |
| ANC TANGENT = 154.84 | | | |
| CHORD BEAR = S 27°54'53.2" E | | | |
| LINE CHORD = 156.84 | | | |
| RADIUS = 5980.86 | | | |
| DELTA = 1°30'16.5" | | | |
| 0009705 | 171.20 R | 6+59.80 | O/L Spout Springs Road |
| | 105.19 | S 69°17'12.4" E | |
| 0009706 | 95.80 L | 15+22.80 | Late Sterling/Ellsworth |
| ANC TANGENT = 330.72 | | | |
| CHORD BEAR = N 87°55'40.9" E | | | |
| LINE CHORD = 331.24 | | | |
| RADIUS = 1955.86 | | | |
| DELTA = 9°42'22.6" | | | |
| 0009707 | 95.80 L | 19+91.85 | Late Sterling/Ellsworth |
| | 74.83 | S 82°27'53.5" E | |
| 0009708 | 95.80 L | 20+65.68 | Late Sterling/Ellsworth |
| RECD R/W = 12+09.06 SF | | | |
| RECD R/W = 0.440 ACRES | | | |
| TOTAL RCSR R/W = 19,175.58 SF | | | |
| TOTAL RCSR R/W = 1.371 ACRES | | | |
| REMAINDER = +/- 61 ACRES | | | |

RCSR R/W - PAR 135/SR369-TRACT 2 RECD'S R/W 0009654

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0009703 | 88.82 R | 409+33.03 | O/L Spout Springs Road |
| | 556.61 | S 25°35'51.0" E | |
| 111 | 91.32 R | 414+57.34 | O/L Spout Springs Road |
| | 146.36 | S 25°05'31.2" W | |
| 112 | 95.43 R | 416+13.53 | O/L Spout Springs Road |
| | 63.15 | S 17°39'42.1" E | |
| 0009610 | 95.60 R | 416+68.56 | O/L Spout Springs Road |
| | 53.03 | S 21°03'33.2" E | |
| 0009611 | 95.60 R | 417+15.15 | O/L Spout Springs Road |
| ANC TANGENT = 26.95 | | | |
| CHORD BEAR = S 25°57'07.6" E | | | |
| LINE CHORD = 26.99 | | | |
| RADIUS = 24855.85 | | | |
| DELTA = 0°11'45.4" | | | |
| 0009649 | 95.60 R | 417+15.60 | O/L Spout Springs Road |
| | 15.09 | S 25°03'33.7" E | |
| 0009650 | 95.60 R | 417+15.60 | O/L Spout Springs Road |
| ANC TANGENT = 406.59 | | | |
| CHORD BEAR = S 24°49'52.2" E | | | |
| LINE CHORD = 406.76 | | | |
| RADIUS = 24855.85 | | | |
| DELTA = 0°56'12.4" | | | |
| 0009709 | 95.60 R | 421+98.60 | O/L Spout Springs Road |
| | 14.59 | S 24°25'24.9" E | |
| 0009710 | 95.60 R | 422+06.2 | O/L Spout Springs Road |
| RECD R/W = 12+76.35 SF | | | |
| RECD R/W = 0.430 ACRES | | | |

OWSR - PAR 135/SR369-TRACT 1 RECD R/W, EASMT. 0009656

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0009658 | 77.40 R | 454+50.80 | O/L Spout Springs Road |
| 114 | 77.82 R | 457+28.58 | O/L Spout Springs Road |
| 0009613 | 80.76 R | 457+50.80 | O/L Spout Springs Road |
| 0009614 | 135.00 R | 457+70.80 | O/L Spout Springs Road |
| 0009615 | 135.00 R | 457+90.80 | O/L Spout Springs Road |
| 0009616 | 77.40 R | 458+50.80 | O/L Spout Springs Road |

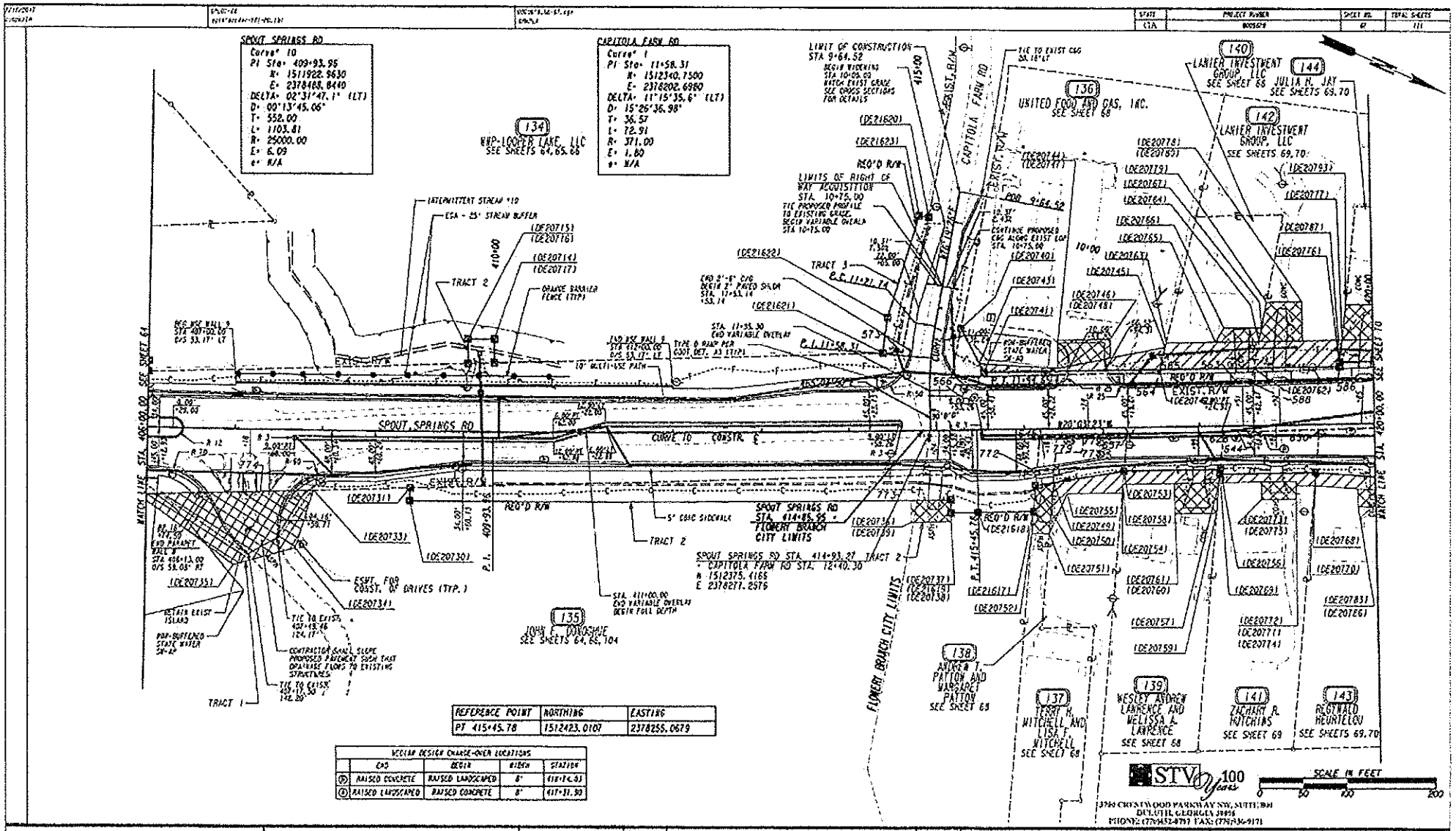
OWSR - PAR 135/SR369-TRACT 2 RECD'S R/W, EASMT. 0009656

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0009656 | 80.00 R | 414+72.80 | O/L Spout Springs Road |
| ANC TANGENT = 45.11 | | | |
| CHORD BEAR = S 21°56'33.1" W | | | |
| LINE CHORD = 45.11 | | | |
| RADIUS = 25858.00 | | | |
| DELTA = 0°12'0.0" | | | |
| 0009657 | 80.00 R | 415+15.80 | O/L Spout Springs Road |
| 0009658 | 105.00 R | 415+15.80 | O/L Spout Springs Road |
| 0009659 | 105.00 R | 416+15.80 | O/L Spout Springs Road |
| 0009696 | 80.00 R | 416+72.80 | O/L Spout Springs Road |


STV 100 Years
3200 CROSSWOOD PARKWAY NW, SUITE 100
DULUTH, GEORGIA 30096
PHONE: (770)931-8797 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 66 OF 111




| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| PT 415+45.78 | 1512423.0107 | 2378255.0679 |

| VEGTAM DESIGN CHANGE-OVER LOCATIONS | | | | |
|---|---|---|---|---|
| | END | BEGIN | WIDTH | STATION |
| Ⓟ | RAISED CONCRETE | RAISED LANDSCAPED | 8' | 411+74.61 |
| Ⓑ | RAISED LANDSCAPED | RAISED CONCRETE | 8' | 411+31.30 |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE EPD 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 5/14/15 | REVISED FENCE FROM PARCEL 134, REVISED TEMPORARY EASEMENT FOR CONSTRUCTION | | |
| | FENCE FROM PARCEL 134, REVISED DRIVEWAY APRON FROM STATION 406+13 LEFT. | | |
| 6/15/15 | REVISED LEGEND TO INCLUDE UTILITIES | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0003679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 67 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 68 | 111 |

## (136) UNITED FOOD AND GAS, INC.
SEE SHEET 67

RCSD R/W - PAR 136/SS1169 RCE'D R/W DEC86261

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 555 | 52.25 L | 417+64.39 | O/L Spout Springs Road |
| | 207.30 | S 25°05'11.2" E | |
| 556 | 58.15 L | 419+01.98 | O/L Spout Springs Road |
| | 56.99 | S 31°01'28.9" W | |
| DE285410 | 115.00 L | 419+35.78 | O/L Spout Springs Road |
| | 55.57 | N 24°14'48.8" E | |
| DE285411 | 65.00 L | 419+19.53 | O/L Spout Springs Road |
| | 203.76 | N 25°05'23.2" W | |
| DE285412 | 65.00 L | 417+56.79 | O/L Spout Springs Road |
| | 2.24 | N 25°05'23.2" E | |
| 555 | 52.25 L | 417+56.9 | O/L Spout Springs Road |

RCSD R/W = 1866.93 SF
RCSD R/W = 0.043 ACRES
REMAINDER = +/- 1.8 ACRES

PESMT - PAR 136/SS1169 EXCEPT FOR CURVE, & RIGHT, OF SLOPES DE285269
AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE285412 | 65.00 L | 417+56.79 | O/L Spout Springs Road |
| | 203.76 | S 25°05'23.2" E | |
| DE285411 | 65.00 L | 419+35.00 | O/L Spout Springs Road |
| | 31.15 | S 38°19'48.8" W | |
| DE285413 | 75.00 L | 419+04.84 | O/L Spout Springs Road |
| | 50.39 | N 25°05'23.2" W | |
| DE285414 | 69.00 L | 418+46.63 | O/L Spout Springs Road |
| | 124.18 | N 25°15'56.3" W | |
| DE285415 | 50.00 L | 417+50.16 | O/L Spout Springs Road |
| | 35.02 | N 19°25'25.2" E | |
| DE285410 | 65.00 L | 417+84.7 | O/L Spout Springs Road |

PESMT = 7183.56 SF
PESMT = 0.1650 ACRES

DRESMT - PAR 136/SS1169 RCE'D DRNG. EASM'T. DE285263

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE285416 | 71.81 L | 417+28.30 | O/L Spout Springs Road |
| DE285414 | 69.00 L | 418+46.63 | O/L Spout Springs Road |
| DE285410 | 100.00 L | 419+35.00 | O/L Spout Springs Road |
| DE285418 | 100.00 L | 417+00.30 | O/L Spout Springs Road |
| DE285416 | 71.81 L | 417+28.30 | O/L Spout Springs Road |

## (137) TERRY H. MITCHELL AND LISA F. MITCHELL
SEE SHEET 67

RCSD R/W - PAR 137/SS1170 RCE'D R/W DE285270

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 695 | 5.42 R | 416+17.33 | O/L Spout Springs Road |
| | 50.39 | N 25°05'11.2" W | |
| 777 | 8.31 R | 416+52.15 | O/L Spout Springs Road |
| | 19.65 | N 17°30'48.9" E | |
| 778 | 27.73 R | 416+45.56 | O/L Spout Springs Road |
| | 30.11 | S 25°29'12.5" E | |
| 779 | 27.39 R | 416+16.79 | O/L Spout Springs Road |
| | 34.75 | N 19°30'48.9" E | |
| DE285419 | 61.98 R | 416+51.38 | O/L Spout Springs Road |
| | 50.63 | S 30°09'05.9" E | |
| DE285350 | 65.06 R | 416+13.62 | O/L Spout Springs Road |
| | 13.63 | S 16°30'48.1" W | |
| 778 | 65.38 R | 416+13.53 | O/L Spout Springs Road |
| | 40.25 | S 25°29'48.9" W | |
| 695 | 5.42 R | 415+77.5 | O/L Spout Springs Road |

RCSD R/W = 1856.57 SF
RCSD R/W = 0.038 ACRES
REMAINDER = +/- 0.34 ACRES

DRESMT - PAR 137/SS1170 RCE'D DRNG. EASM'T. DE285271

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE285350 | 65.06 R | 416+13.62 | O/L Spout Springs Road |
| DE285419 | 61.98 R | 416+51.38 | O/L Spout Springs Road |
| DE285351 | 100.00 R | 416+96.93 | O/L Spout Springs Road |
| DE285353 | 100.00 R | 416+96.93 | O/L Spout Springs Road |
| DE285350 | 65.06 R | 416+13.62 | O/L Spout Springs Road |

## (138) ANDREW T. PATTON AND MARGARET PATTON
SEE SHEET 67

RCSD R/W - PAR 138/SS1171 RCE'D R/W DE285272

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 777 | 8.31 R | 416+52.15 | O/L Spout Springs Road |
| | 19.65 | N 25°05'11.2" W | |
| 537 | 8.27 R | 417+17.35 | O/L Spout Springs Road |
| | 41.09 | N 71°30'19.3" E | |
| DE285353 | 53.00 Y | 417+14.23 | O/L Spout Springs Road |
| | 81.71 | S 25°29'05.9" E | |
| DE285419 | 61.98 R | 416+51.38 | O/L Spout Springs Road |
| | 50.25 | S 30°09'05.9" E | |
| 779 | 27.39 R | 416+16.79 | O/L Spout Springs Road |
| | 30.11 | N 25°29'12.5" W | |
| 778 | 27.73 R | 416+45.56 | O/L Spout Springs Road |
| | 19.01 | S 71°30'48.1" W | |
| 777 | 8.31 R | 417+01.8 | O/L Spout Springs Road |

RCSD R/W = 1794.24 SF
RCSD R/W = 0.041 ACRES
REMAINDER = +/- 0.76 ACRES

PESMT - PAR 138/SS1171 EXCEPT FOR CURVE, & RIGHT, OF SLOPES DE285273
AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE285419 | 61.98 R | 416+50.38 | O/L Spout Springs Road |
| | 51.21 | S 30°09'05.9" W | |
| DE285353 | 53.00 Y | 417+14.23 | O/L Spout Springs Road |
| | 25.12 | N 71°30'19.3" E | |
| DE285354 | 75.00 R | 417+35.21 | O/L Spout Springs Road |
| | 62.53 | S 25°29'23.2" E | |
| DE285355 | 75.00 R | 416+96.00 | O/L Spout Springs Road |
| | 49.43 | S 71°30'37.1" E | |
| DE285351 | 100.00 R | 416+96.93 | O/L Spout Springs Road |
| | 50.31 | S 71°30'48.9" W | |
| DE285419 | 61.98 R | 416+51.4 | O/L Spout Springs Road |

PESMT = 1954.24 SF
PESMT = 0.045 ACRES

## (139) WESLEY ANDREW LAWRENCE AND MELISSA A. LAWRENCE
SEE SHEET 67

RCSD R/W - PAR 139/SS1172 RCE'D R/W DE285274

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 637 | 8.27 R | 417+17.35 | O/L Spout Springs Road |
| | 110.05 | N 25°05'11.2" W | |
| 639 | 6.81 R | 418+21.88 | O/L Spout Springs Road |
| | 43.34 | N 71°30'19.3" E | |
| DE285356 | 53.00 R | 418+21.13 | O/L Spout Springs Road |
| | 109.59 | S 25°05'23.2" E | |
| DE285355 | 53.00 R | 417+14.23 | O/L Spout Springs Road |
| | 41.53 | S 71°30'19.3" W | |
| 637 | 8.27 R | 417+17.4 | O/L Spout Springs Road |

RCSD R/W = 8656.40 SF
RCSD R/W = 0.199 ACRES
REMAINDER = +/- 3.31 ACRES

PESMT - PAR 139/SS1172 EXCEPT FOR CURVE, & RIGHT, OF SLOPES DE285275
AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE285353 | 53.00 R | 417+14.23 | O/L Spout Springs Road |
| | 109.59 | S 25°05'23.2" E | |
| DE285356 | 53.00 R | 418+21.13 | O/L Spout Springs Road |
| | 25.07 | S 71°30'19.3" E | |
| DE285357 | 65.00 R | 418+21.53 | O/L Spout Springs Road |
| | 109.59 | S 25°05'23.2" E | |
| DE285358 | 65.00 R | 417+11.72 | O/L Spout Springs Road |
| | 25.07 | S 71°30'19.3" W | |
| DE285355 | 53.00 R | 417+13.2 | O/L Spout Springs Road |

PESMT = 9645.57 SF
PESMT = 0.219 ACRES

DRESMT - PAR 139/SS1172 RCE'D DRNG. EASM'T. DE285276

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE285351 | 65.00 R | 417+13.30 | O/L Spout Springs Road |
| DE285357 | 65.00 R | 418+21.53 | O/L Spout Springs Road |
| DE285359 | 100.00 R | 418+18.16 | O/L Spout Springs Road |
| DE285358 | 100.00 R | 417+13.06 | O/L Spout Springs Road |
| DE285351 | 65.00 R | 417+13.30 | O/L Spout Springs Road |

## (140) LAKIER INVESTMENT GROUP, LLC
SEE SHEET 67

RCSD R/W - PAR 140/SS1161 RCE'D R/W DE285277

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 503 | 42.42 L | 418+84.39 | O/L Spout Springs Road |
| | 15.36 | S 25°29'12.4" E | |
| 563 | 42.34 L | 418+64.53 | O/L Spout Springs Road |
| | 93.46 | S 25°05'11.2" E | |
| 564 | 41.25 L | 417+54.31 | O/L Spout Springs Road |
| | 15.54 | S 71°30'48.9" W | |
| 565 | 65.25 L | 417+54.95 | O/L Spout Springs Road |
| | 2.14 | S 71°29'06.9" W | |
| DE285412 | 55.00 L | 417+55.19 | O/L Spout Springs Road |
| | 124.12 | N 25°05'23.2" W | |
| DE285411 | 65.00 L | 418+43.83 | O/L Spout Springs Road |
| | 15.58 | N 19°54'48.8" E | |
| 503 | 42.42 L | 418+82.4 | O/L Spout Springs Road |

RCSD R/W = 10963.25 SF
RCSD R/W = 0.2540 ACRES
REMAINDER = +/- 0.42 ACRES

PESMT - PAR 140/SS1161 EXCEPT FOR CURVE, & RIGHT, OF SLOPES DE285278
AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE285412 | 55.00 L | 418+41.83 | O/L Spout Springs Road |
| | 124.12 | S 25°05'23.2" E | |
| DE285410 | 65.00 L | 417+56.79 | O/L Spout Springs Road |
| | 23.98 | S 19°54'48.8" W | |
| DE285413 | 95.00 L | 417+55.45 | O/L Spout Springs Road |
| | 126.64 | N 25°05'23.2" W | |
| DE285414 | 95.00 L | 418+20.05 | O/L Spout Springs Road |
| | 20.26 | N 19°54'48.8" E | |
| DE285412 | 55.00 L | 418+41.8 | O/L Spout Springs Road |

RCSD (EAST) = 3201.62 SF
RCSD (EAST) = 0.074 ACRES

DRESMT - PAR 140/SS1161 RCE'D DRNG. EASM'T. DE285279

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE285414 | 95.00 L | 418+20.05 | O/L Spout Springs Road |
| DE285415 | 95.00 L | 418+98.69 | O/L Spout Springs Road |
| DE285416 | 111.00 L | 418+85.03 | O/L Spout Springs Road |
| DE285417 | 111.00 L | 418+13.43 | O/L Spout Springs Road |
| DE285414 | 95.00 L | 418+20.05 | O/L Spout Springs Road |

STV 100 years

3740 CRESTWOOD PARKWAY NW, SUITE 500
DULUTH, GEORGIA 30096
PHONE: (770)452-4797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 07/15/17 | REVISED PESMT. EXCEPTION DESCRIPTION TO INCLUDE UTILITIES | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1210
DATE 4/17/15, SH 68 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 69 | 111 |

## (141) ZACHARY R. HUTCHINS
SEE SHEET 67

RCND R/W - PAR 141/STA135 RCND R/W DESC136

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 629 | 5.82 R<br>77.73 | 419+87.39<br>N 25°10'11.2" W | CA Spout Springs Road |
| 644 | 6.66 R<br>59.31 | 419+66.69<br>N 25°10'14.1" W | CA Spout Springs Road |
| 630 | 5.82 R<br>43.56 | 419+57.69<br>N 76°35'18.3" E | CA Spout Springs Road |
| DESC085 | 55.00 R<br>203.36 | 419+32.33<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC086 | 55.00 R<br>48.36 | 419+72.03<br>S 76°35'18.3" W | CA Spout Springs Road |
| 629 | 5.82 R | 419+22.4 | CA Spout Springs Road |

RCND R/W - 53456.61 SF
RCND R/W - 1.227 ACRES
REMAINDER - +/- 0.83 ACRES

PESAT - PAR 141/STA135 EXCEPT FOR CONST. & MAINT. OF SLOPES AND UTILITIES DESC081

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DESC056 | 55.00 R<br>153.90 | 419+22.69<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC058 | 55.00 R<br>15.39 | 419+55.53<br>N 76°35'18.3" E | CA Spout Springs Road |
| DESC075 | 76.00 R<br>21.26 | 419+31.69<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC011 | 76.00 R<br>5.39 | 419+82.03<br>S 64°55'55.9" E | CA Spout Springs Road |
| DESC072 | 55.00 R<br>68.37 | 419+28.03<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC078 | 55.00 R<br>13.05 | 419+71.63<br>S 76°35'18.3" W | CA Spout Springs Road |
| DESC068 | 55.00 R | 420+22.6 | CA Spout Springs Road |

RCND EASMT - 19695.98 SF
RCND EASMT - 0.452 ACRES

DRNSAT - PAR 141/STA136 RCND DRN. EASM'T. DESC088

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DESC073 | 65.00 R | 419+02.03 | CA Spout Springs Road |
| DESC072 | 65.00 R | 419+28.03 | CA Spout Springs Road |
| DESC074 | 65.00 R | 419+54.03 | CA Spout Springs Road |
| DESC075 | 65.00 R | 419+80.03 | CA Spout Springs Road |
| DESC073 | 65.00 R | 419+96.03 | CA Spout Springs Road |

## (142) LANIER INVESTMENT GROUP, LLC
SEE SHEETS 67, 70

RCND R/W - PAR 142/STA143 RCND R/W DESC083

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 586 | 43.31 L<br>83.28 | 419+59.65<br>S 25°10'14.1" E | CA Spout Springs Road |
| 628 | 43.47 L<br>15.89 | 419+63.39<br>S 76°49'18.3" W | CA Spout Springs Road |
| DESC082 | 65.00 L<br>59.66 | 419+01.83<br>S 25°03'23.2" W | CA Spout Springs Road |
| DESC075 | 65.00 L<br>15.20 | 419+51.53<br>N 76°35'18.3" E | CA Spout Springs Road |
| 586 | 43.31 L | 419+53.7 | CA Spout Springs Road |

RCND R/W - 1485.24 SF
RCND R/W - 0.034 ACRES
REMAINDER - +/- 0.55 ACRES

PESAT - PAR 142/STA143 EXCEPT FOR CONST. & MAINT. OF SLOPES AND UTILITIES DESC084

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DESC076 | 65.00 L<br>57.56 | 419+01.53<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC072 | 65.00 L<br>15.53 | 419+53.83<br>S 76°49'41.9" E | CA Spout Springs Road |
| DESC074 | 35.00 L<br>54.39 | 419+26.63<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC077 | 35.00 L<br>33.05 | 419+65.61<br>S 76°35'55.9" E | CA Spout Springs Road |
| DESC076 | 65.00 L | 419+61.5 | CA Spout Springs Road |

RCND EASMT - 2005.51 SF
RCND EASMT - 0.046 ACRES

DRNSAT - PAR 142/STA143 RCND DRN. EASM'T. DESC085

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DESC078 | 35.00 L | 419+26.03 | CA Spout Springs Road |
| DESC074 | 35.00 L | 419+52.03 | CA Spout Springs Road |
| DESC079 | 100.00 L | 419+78.03 | CA Spout Springs Road |
| DESC080 | 100.00 L | 419+96.03 | CA Spout Springs Road |
| DESC078 | 35.00 L | 419+96.03 | CA Spout Springs Road |

## (143) REGINALD HEURTELOU
SEE SHEETS 67, 70

RCND R/W - PAR 143/STA135 RCND R/W DESC086

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 659 | 5.82 R<br>77.73 | 419+37.49<br>N 25°10'14.1" W | CA Spout Springs Road |
| 652 | 6.66 R<br>59.34 | 419+16.79<br>N 76°35'18.3" E | CA Spout Springs Road |
| DESC081 | 65.00 R<br>109.32 | 419+41.33<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC085 | 55.00 R<br>48.36 | 419+81.53<br>S 76°35'18.3" W | CA Spout Springs Road |
| 659 | 5.82 R | 419+37.4 | CA Spout Springs Road |

RCND R/W - 5306.53 SF
RCND R/W - 0.122 ACRES
REMAINDER - +/- 0.78 ACRES

PESAT - PAR 143/STA135 EXCEPT FOR CONST. & MAINT. OF SLOPES AND UTILITIES DESC087

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DESC078 | 55.00 R<br>428.37 | 419+32.53<br>N 13°06'32.7" W | CA Spout Springs Road |
| DESC081 | 65.00 R<br>15.00 | 420+41.44<br>N 76°35'18.3" E | CA Spout Springs Road |
| DESC082 | 65.00 R<br>428.37 | 420+82.35<br>S 13°06'32.7" E | CA Spout Springs Road |
| DESC079 | 76.00 R<br>15.00 | 419+31.34<br>S 76°35'18.3" W | CA Spout Springs Road |
| DESC088 | 55.00 R<br>0.08 | 419+32.5 | CA Spout Springs Road |

RCND EASMT - 16418.51 SF
RCND EASMT - 0.377 ACRES

DRNSAT - PAR 143/STA136 RCND DRN. EASM'T. DESC089

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DESC083 | 74.50 R | 419+80.30 | CA Spout Springs Road |
| DESC084 | 74.50 R | 420+26.30 | CA Spout Springs Road |
| DESC085 | 96.00 R | 420+26.30 | CA Spout Springs Road |
| DESC086 | 96.00 R | 419+80.30 | CA Spout Springs Road |
| DESC083 | 74.50 R | 419+80.30 | CA Spout Springs Road |

## (144) JULIA H. JAY
SEE SHEETS 67, 70

RCND R/W - PAR 144/STA141 RCND R/W DESC088

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 584 | 56.31 L<br>119.19 | 420+24.45<br>S 25°10'14.1" E | CA Spout Springs Road |
| 585 | 43.31 L<br>22.23 | 419+81.65<br>S 76°35'55.3" W | CA Spout Springs Road |
| DESC081 | 75.00 L<br>139.76 | 419+62.08<br>N 25°03'23.2" W | CA Spout Springs Road |
| DESC085 | 75.00 L<br>12.69 | 420+21.78<br>N 76°49'16.3" E | CA Spout Springs Road |
| 584 | 56.31 L | 420+28.5 | CA Spout Springs Road |

RCND R/W - 7402.48 SF
RCND R/W - 0.170 ACRES
REMAINDER - +/- 0.40 ACRES

PESAT - PAR 144/STA141 EXCEPT FOR CONST. & MAINT. OF SLOPES AND UTILITIES DESC090

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DESC088 | 75.00 L<br>139.76 | 420+21.78<br>S 25°03'23.2" E | CA Spout Springs Road |
| DESC087 | 75.00 L<br>24.31 | 419+82.08<br>S 76°35'55.3" W | CA Spout Springs Road |
| DESC077 | 55.00 L<br>104.39 | 419+65.61<br>N 25°03'23.2" W | CA Spout Springs Road |
| DESC089 | 55.00 L<br>48.08 | 420+26.03<br>S 64°55'55.9" E | CA Spout Springs Road |
| DESC050 | 125.00 L<br>78.46 | 420+26.03<br>N 25°03'23.2" W | CA Spout Springs Road |
| DESC091 | 125.00 L<br>55.45 | 420+83.45<br>N 13°06'54.9" E | CA Spout Springs Road |
| DESC088 | 75.00 L | 420+84.2 | CA Spout Springs Road |

RCND EASMT - 3076.51 SF
RCND EASMT - 0.071 ACRES

DRNSAT - PAR 144/STA136 RCND DRN. EASM'T. DESC092

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DESC090 | 35.00 L | 420+00.03 | CA Spout Springs Road |
| DESC077 | 35.00 L | 419+65.61 | CA Spout Springs Road |
| DESC091 | 125.00 L | 419+84.63 | CA Spout Springs Road |
| DESC094 | 125.00 L | 420+21.63 | CA Spout Springs Road |
| DESC092 | 35.00 L | 420+52.03 | CA Spout Springs Road |

STV 100 Years
3100 CRESTWOOD PARKWAY NW, SUITE 550
DULUTH, GEORGIA 30096
PHONE: (770)822-6777 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 10/15/15 | REVISED PESAT, EXCLUDED DESCRIPTION TO INCLUDE UTILITIES | | |

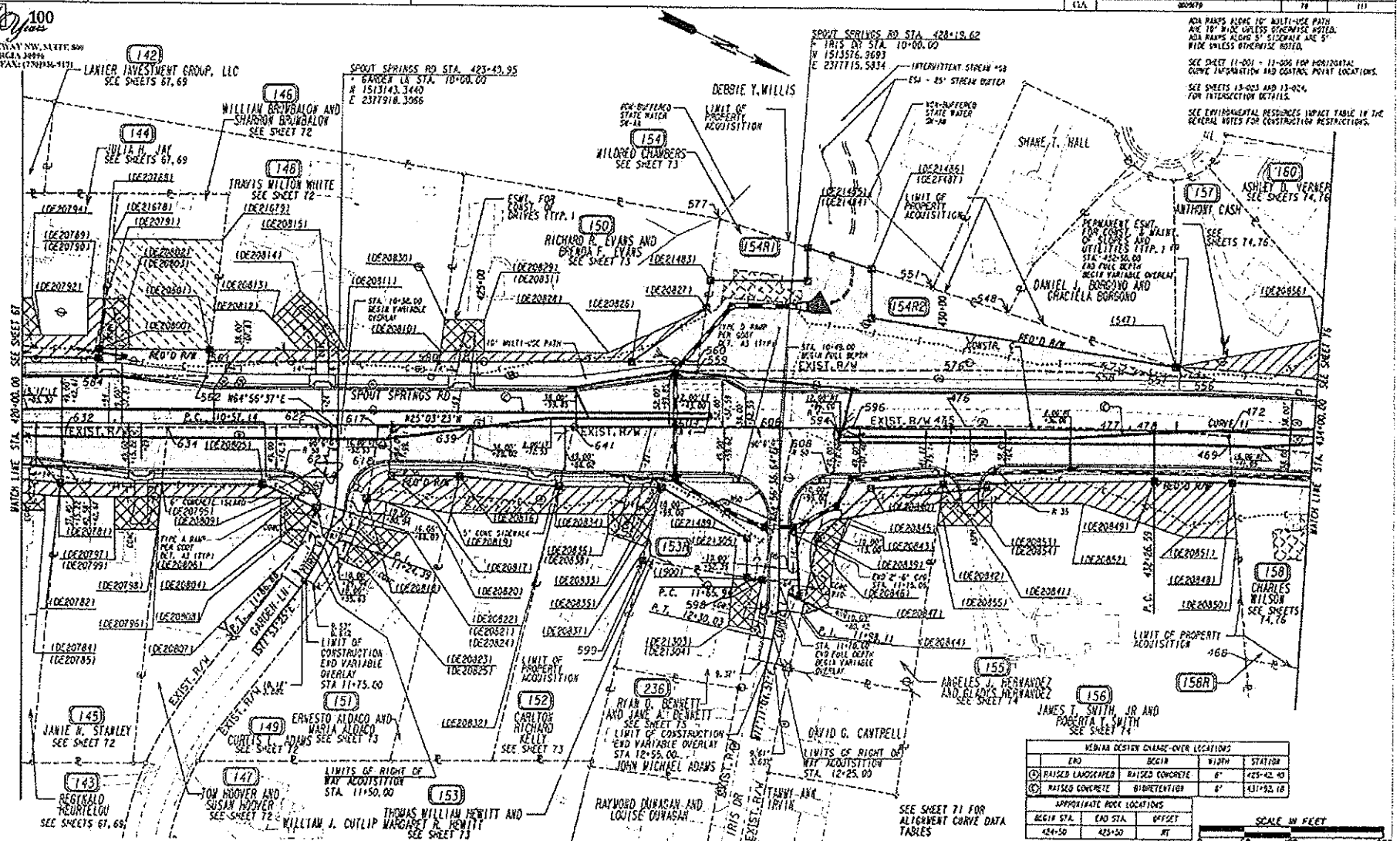
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1210
DATE 4/17/15 SH 69 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 70 | 111 |

STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-8797 FAX: (770)936-9171




ADA RAMPS ALONG 10' MULTI-USE PATH ARE 10' WIDE UNLESS OTHERWISE NOTED. ADA RAMPS ALONG 5' SIDEWALK ARE 5' WIDE UNLESS OTHERWISE NOTED.

SEE SHEET 11-001 - 11-006 FOR HORIZONTAL CURVE INFORMATION AND CONTROL POINT LOCATIONS.

SEE SHEETS 13-023 AND 13-024, FOR INTERSECTION DETAILS.

SEE ENVIRONMENTAL RESOURCES IMPACT TABLE IN THE GENERAL NOTES FOR CONSTRUCTION RESTRICTIONS.

| MEDIAN DESIGN CHANGE-OVER LOCATIONS | | | | |
|---|---|---|---|---|
| | END | BEGIN | WIDTH | STATION |
| (A) | RAISED LANDSCAPED | RAISED CONCRETE | 6' | 425+42.40 |
| (C) | RAISED CONCRETE | BIORETENTION | 6' | 431+92.18 |

| APPROXIMATE ROCK LOCATIONS | | |
|---|---|---|
| BEGIN STA. | END STA. | OFFSET |
| 424+50 | 425+50 | RT |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 05/16/17 | REMOVED FENCE FROM PARCELS 156-158. REMOVED DRIVEWAY APRON FROM STATIONS 425+04 RIGHT, 430+26 LEFT AND 434+00 RIGHT. | 2/28/18 | REMOVED DEMOLITION EASEMENT AND ADDED R PARCEL TO PARCEL 153. |
| 03/31/17 | REVISED DEMOLITION EASEMENTS ON PARCELS 153, 154, AND 158 FROM PERMANENT TO TEMPORARY. | 04/11/18 | REMOVED DEMOLITION EASEMENTS AND ADDED R PARCELS TO PARCEL 154. |
| 07/15/17 | REVISED LEGEND AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES. | 06/27/18 | REVISED DRIVEWAY ON PARCEL 156. |
| 10/26/17 | REVISED DRIVEWAY ON PARCEL 156 | 07/26/18 | ADDED DRIVEWAY VALLEY GUTTER TO PARCEL 151. REMOVED DEMOLITION/PERMANENT EASEMENTS AND ADDED R PARCEL TO PARCEL 158. CHANGED ORDER NAME ON PARCEL 158 |
| | | 08/29/18 | ADDED DEMOLITION EASEMENT TO PARCEL 146. |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 70 OF 111

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0005679 | 11 | 111 |

**SPORT SPRINGS RD**

Curve# 11
PI Sta= 435+27.82
N= 1514263.82
E= 2377394.48
DELTA= 14°49'23.9" (RT)
D= 02°07'19.44"
T= 351.23
L= 658.53
R= 2700.00
E= 22.75
e= 2.60%

**GARDEN LN**

Curve# 1
PI Sta= 11+24.39
N= 1513195.02
E= 2378030.99
DELTA= 37°09'56.3" (RT)
D= 28°38'52.43"
T= 67.24
L= 129.73
R= 200.00
E= 11.00
e= N/A

**IRIS DR**

Curve# 1
PI Sta= 13+58.11
N= 1513660.87
E= 2377895.05
DELTA= 12°14'27.9" (RT)
D= 19°05'54.94"
T= 32.17
L= 64.09
R= 300.00
E= 1.72
e= N/A


STV 100 years
3100 CROSSWOOD PARKWAY NW, SUITE 100
DULUTH, GEORGIA 30096
PHONE: (770)453-6749 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

ALIGNMENT CURVE DATA

PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CMD: 1270
DATE 4/17/15 SH 71 OF 111

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | STATE | PROJECT PREFIX | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0006879 | 72 | 111 |

**145** JANIE S. STANLEY
SEE SHEET 70

NEW R/W - PAR 145/SH14 — REV'D R/W — SEQ#295

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 532 | 4.55 R | 429+01.33 | GA Spout Springs Road |
| | 110.78 | N 25°30'14.7" W | |
| 534 | 4.04 R | 429+57.38 | GA Spout Springs Road |
| | 61.76 | N 19°36'18.5" E | |
| 0E29595 | 55.38 R | 429+59.38 | GA Spout Springs Road |
| | 109.99 | N 25°07'23.2" E | |
| 0E29591 | 65.00 R | 429+71.14 | GA Spout Springs Road |
| | 60.34 | N 19°36'18.5" W | |
| 535 | 4.35 R | 430+01.4 | GA Spout Springs Road |

NEW R/W = 10615.52 SF
NEW R/W = 0.243 ACRES
REMAINDER = +/- 0.11 ACRES

FLOAT - PAR 145/SH14 — EXCEPT FOR CONST. & MAINT. OF SLOPES — SEQ#293

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0E29711 | 65.00 R | 429+41.44 | GA Spout Springs Road |
| | 203.36 | N 25°07'23.2" W | |
| 0E29595 | 65.00 R | 429+41.34 | GA Spout Springs Road |
| | 154.07 | N 19°36'18.5" E | |
| 0E29596 | 65.00 R | 429+93.86 | GA Spout Springs Road |
| | 203.36 | S 25°07'23.2" E | |
| 0E29592 | 65.00 R | 429+95.96 | GA Spout Springs Road |
| | 154.07 | S 19°36'18.5" W | |
| 0E29591 | 65.00 R | 429+41.4 | GA Spout Springs Road |

NEW EXCESS = 1845.57 SF
NEW EXCESS = 0.042 ACRES

SHORT - PAR 145/SH14 — NEW R/W, EXCESS — SEQ#294

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0E29592 | 80.00 R | 427+80.00 | GA Spout Springs Road |
| 0E29593 | 80.00 R | 429+48.45 | GA Spout Springs Road |
| 0E29594 | 170.00 R | 429+48.39 | GA Spout Springs Road |
| 0E29595 | 170.00 R | 427+80.00 | GA Spout Springs Road |
| 0E29596 | 80.00 R | 427+80.00 | GA Spout Springs Road |

**146** WILLIAM BRUMBALOW AND SHARRON BRUMBALOW
SEE SHEET 70

NEW R/W - PAR 146/SH13 — REV'D R/W — SEQ#295

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 502 | 31.32 L | 427+99.65 | GA Spout Springs Road |
| | 106.16 | S 25°30'14.7" E | |
| 534 | 56.31 L | 429+74.46 | GA Spout Springs Road |
| | 55.80 | S 19°36'18.5" W | |
| 0E29606 | 80.00 L | 429+81.96 | GA Spout Springs Road |
| | 109.02 | N 25°07'23.2" W | |
| 0E29601 | 80.00 L | 429+93.59 | GA Spout Springs Road |
| | 53.14 | N 19°36'18.5" E | |
| 535 | 56.29 L | 430+01.97 | GA Spout Springs Road |
| | 55.43 | N 19°36'18.5" W | |
| 502 | 56.29 L | 427+99.65 | GA Spout Springs Road |

NEW R/W = 5960.15 SF
NEW R/W = 0.096 ACRES
REMAINDER = +/- 0.47 ACRES

SHORT - PAR 146/SH13 — NEW R/W, EXCEPT — SEQ#296

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0E29609 | 80.00 L | 427+55.90 | GA Spout Springs Road |
| 0E29603 | 80.00 L | 429+07.59 | GA Spout Springs Road |
| 0E29591 | 170.00 L | 429+07.59 | GA Spout Springs Road |
| 0E29608 | 170.00 L | 427+55.90 | GA Spout Springs Road |
| 0E29606 | 80.00 L | 427+55.90 | GA Spout Springs Road |

**147** TOM HOOVER AND SUSAN HOOVER
SEE SHEET 70

NEW R/W - PAR 147/SH13 — NEW R/W — SEQ#297

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 534 | 4.04 R | 427+57.38 | GA Spout Springs Road |
| | 110.43 | S 25°30'14.7" E | |
| 532 | 2.55 R | 427+01.33 | GA Spout Springs Road |
| | 55.43 | S 19°36'18.5" W | |
| 531 | 32.75 R | 429+00.92 | GA Spout Springs Road |

NEW R/W = 5610.27 SF
EXCESS AREA = 1.287 SF
EXTRA EXCESS = 56.03
EXCESS AREA = 1.287 SF
EXTRA EXCESS = 56.03
PARCEL = 1226.23
TOTAL = 87°27'26.3"
0E29591 — 32.03 R — 427+11.03 — GA Spout Springs Road
| | 62.19 | S 19°36'18.5" E |
|---|---|---|
| 0E29595 | 65.00 R | 429+48.96 — GA Spout Springs Road |
| | 109.65 | S 25°07'23.2" E |
| 0E29596 | 65.00 R | 429+54.34 — GA Spout Springs Road |
| | 61.35 | N 19°36'18.5" W |
| 534 | 4.04 R | 427+57.4 — GA Spout Springs Road |

NEW R/W = 11616.62 SF
NEW R/W = 0.267 ACRES
REMAINDER = +/- 0.58 ACRES

PLAT - PAR 147/SH13 — EXCEPT FOR CONST. & MAINT. OF SLOPES — SEQ#294

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0E29595 | 65.00 R | 429+59.38 | GA Spout Springs Road |
| | 109.99 | S 25°07'23.2" E | |
| 0E29596 | 65.00 R | 429+71.14 | GA Spout Springs Road |
| | 60.34 | S 19°36'18.5" W | |
| 0E29592 | 80.00 R | 427+80.00 | GA Spout Springs Road |
| | 154.78 | S 25°07'23.2" E | |
| 0E29593 | 80.00 R | 427+95.96 | GA Spout Springs Road |
| | 74.07 | S 19°36'18.5" W | |
| 0E29591 | 65.00 R | 429+01.3 | GA Spout Springs Road |

NEW EXCESS = 10245.51 SF
NEW EXCESS = 0.235 ACRES

WEST - PAR 147/SH13 — NEW R/W, EXCEPT — SEQ#295

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0E29604 | 80.39 R | 30+83.92 | Curtis Lane |

APC LENGTH = 45.81
CHORD BEAR = S 82°37'56.5" E
EXTR CHORD = 45.79
TANGENT = 284.33
RADIUS = 1°30'0.3"
0E29621 — 75.17 R — 11+56.98 — Curtis Lane
0E29608 — 65.00 R — 11+50.69 — Curtis Lane
0E29595 — 65.00 R — 10+84.51 — Curtis Lane
0E29596 — 64.65 R — 10+84.52 — Curtis Lane
0E29607 — 28.72 R — 10+83.92 — Curtis Lane

**148** TRAVIS WILTON WHITE
SEE SHEET 70

PLAT - PAR 148/SH13 — EXCEPT FOR CONST. & MAINT. OF SLOPES — SEQ#300

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 503 | 58.43 L | 429+01.21 | GA Spout Springs Road |
| | 248.85 | S 25°30'14.7" E | |
| 501 | 65.32 L | 427+01.33 | GA Spout Springs Road |
| | 11.78 | S 19°36'18.5" E | |
| 0E29601 | 65.00 L | 427+01.56 | GA Spout Springs Road |
| | 248.84 | N 25°07'23.2" W | |
| 0E29610 | 65.00 L | 429+55.21 | GA Spout Springs Road |
| | 193.82 | N 19°36'18.5" E | |
| 502 | 65.00 L | 429+01.21 | GA Spout Springs Road |

NEW EXCESS = 7156.57 SF
NEW EXCESS = 0.307 ACRES
REMAINDER = +/- 1.7 ACRES

SHORT - PAR 148/SH13 — NEW R/W, EXCEPT — SEQ#299

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0E29591 | 80.00 L | 427+56.90 | GA Spout Springs Road |
| 0E29592 | 80.00 L | 429+23.00 | GA Spout Springs Road |
| 0E29593 | 170.00 L | 429+48.90 | GA Spout Springs Road |
| 0E29614 | 170.00 L | 429+48.90 | GA Spout Springs Road |
| 0E29615 | 170.00 L | 427+56.90 | GA Spout Springs Road |
| 0E29597 | 80.00 L | 427+56.90 | GA Spout Springs Road |

**149** CURTIS L. ADAMS
SEE SHEET 70

NEW R/W - PAR 149/SH12 — NEW R/W — SEQ#302

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 507 | 2.17 R | 429+05.39 | GA Spout Springs Road |
| | 191.64 | S 25°30'14.7" E | |
| 533 | 4.71 R | 429+68.50 | GA Spout Springs Road |
| | 55.73 | S 19°36'18.5" W | |
| 0E29606 | 55.00 R | 429+73.50 | GA Spout Springs Road |
| | 73.54 | S 25°07'23.2" E | |
| 0E29607 | 55.00 R | 429+88.03 | GA Spout Springs Road |
| | 37.80 | S 19°36'18.5" E | |
| 0E29618 | 80.00 R | 429+92.58 | GA Spout Springs Road |

NEW R/W = 4.39
CHORD BEAR = S 19°36'18.5" W
EXTR CHORD = 4.39
TANGENT = 145.27
RADIUS = 56°30'59.3"
| | | |
|---|---|---|
| 533 | 30.77 R | 429+33.48 — GA Spout Springs Road |
| | 25.35 | S 12°39'56.8" W |
| 533 | 2.17 R | 429+05.5 — GA Spout Springs Road |

NEW R/W = 10.04.33 SF
NEW R/W = 0.235 ACRES
REMAINDER = +/- 0.57 ACRES

PLAT - PAR 149/SH12 — EXCEPT FOR CONST. & MAINT. OF SLOPES — SEQ#301

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 0E29607 | 28.72 L | 11+83.03 | Curtis Lane |

APC LENGTH = 27.32
CHORD BEAR = S 01°25'35.0" W
EXTR CHORD = 27.32
TANGENT = 194.33
RADIUS = 29°31'58.2"
| | | |
|---|---|---|
| 0E29618 | 80.00 R | 429+28.58 — GA Spout Springs Road |
| | 27.31 | S 01°25'53.2" W |
| 0E29617 | 55.00 R | 429+83.00 — GA Spout Springs Road |
| | 73.94 | S 25°07'23.2" W |
| 0E29616 | 55.00 R | 429+73.50 — GA Spout Springs Road |
| | 41.15 | S 19°36'18.5" E |
| 0E29619 | 25.00 R | 429+61.37 — GA Spout Springs Road |
| | 23.02 | S 12°39'56.8" E |
| 0E29620 | 55.00 L | 429+28.80 — Curtis Lane |
| | 28.34 | S 19°36'18.5" E |
| 0E29621 | 55.00 L | 11+83.03 — Curtis Lane |
| | 23.70 | S 12°39'56.8" E |
| 0E29622 | 25.39 L | 11+82.0 — Curtis Lane |

NEW EXCESS = 2403.96 SF
NEW EXCESS = 0.055 ACRES

SHORT - PAR 149/SH12 — NEW R/W, EXCEPT — SEQ#304

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 0E29621 | 25.71 L | 11+83.03 | Curtis Lane |

APC LENGTH = 26.50
CHORD BEAR = S 01°25'35.2" W
EXTR CHORD = 25.97
TANGENT = 185.33
RADIUS = 28°30'59.2"
| | | |
|---|---|---|
| 0E29622 | 28.39 L | 11+08.03 — Curtis Lane |
| 0E29623 | 80.00 L | 11+62.50 — Curtis Lane |
| 0E29625 | 55.00 L | 11+62.50 — Curtis Lane |
| 0E29623 | 25.71 L | 11+83.03 — Curtis Lane |

STV 100 years
3100 CROWNWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)232-0777 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA
PROJECT NO: 0006879
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1210
DATE 4/17/15 SH 72 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 73 | 111 |

**150** RICHARD P. EVANS AND BRENDA F. EVANS
SEE SHEET 70

**151** ERNESTO ALDACO AND MARIA ALDACO
SEE SHEET 70

**152** CARLTON RICHARD KELLY
SEE SHEET 70

**153** THOMAS WILLIAM HEWITT AND MARGARET R. HEWITT
SEE SHEET 70

**154** WILCOED CHAMBERS
SEE SHEET 70

STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 810
DULUTH, GEORGIA 30096
PHONE: (770)931-0777 FAX: (770)936-9131

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GRID: 1270
DATE 4/17/15 SH 73 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| CLA | [illegible] | 74 | 171 |

## 155 ANGELES J. HERNANDEZ AND GLADYS HERNANDEZ
SEE SHEET 70

[illegible]

## 156 JAMES T. SMITH, JR AND ROBERTA Y. SMITH
SEE SHEET 70

[illegible]

## 157 ANTHONY CASH
SEE SHEETS 70,76

[illegible]

## 158 RUBY REBECCA REED
SEE SHEETS 70,76

[illegible]

## 160 ASHLEY D. VERNER
SEE SHEETS 70,76

[illegible]

STV 100 Years

2500 CRESTWOOD PARKWAY NW, SUITE 100
DULUTH, GEORGIA 30096
PHONE: (770)452-0797 FAX: (770)956-5171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: G009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 74 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| CLA | 0009679 | 75 | 111 |

236 RYAN O. BENNETT AND JAME A. BENNETT
SEE SHEET 70

DNSSR - FAR 236/SR 26 NEW D WAY, EXCH. 0229528

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 550 | 14.41 R | 11+65.21 | 1/2 Drive |
| [illegible] | [illegible] R | [illegible] | 1/2 Drive |
| [illegible] | [illegible] R | [illegible] | 1/2 Drive |
| [illegible] | [illegible] R | 11+50.21 | 1/2 Drive |
| 550 | 14.41 R | 11+65.21 | 1/2 Drive |

STV 100 Years

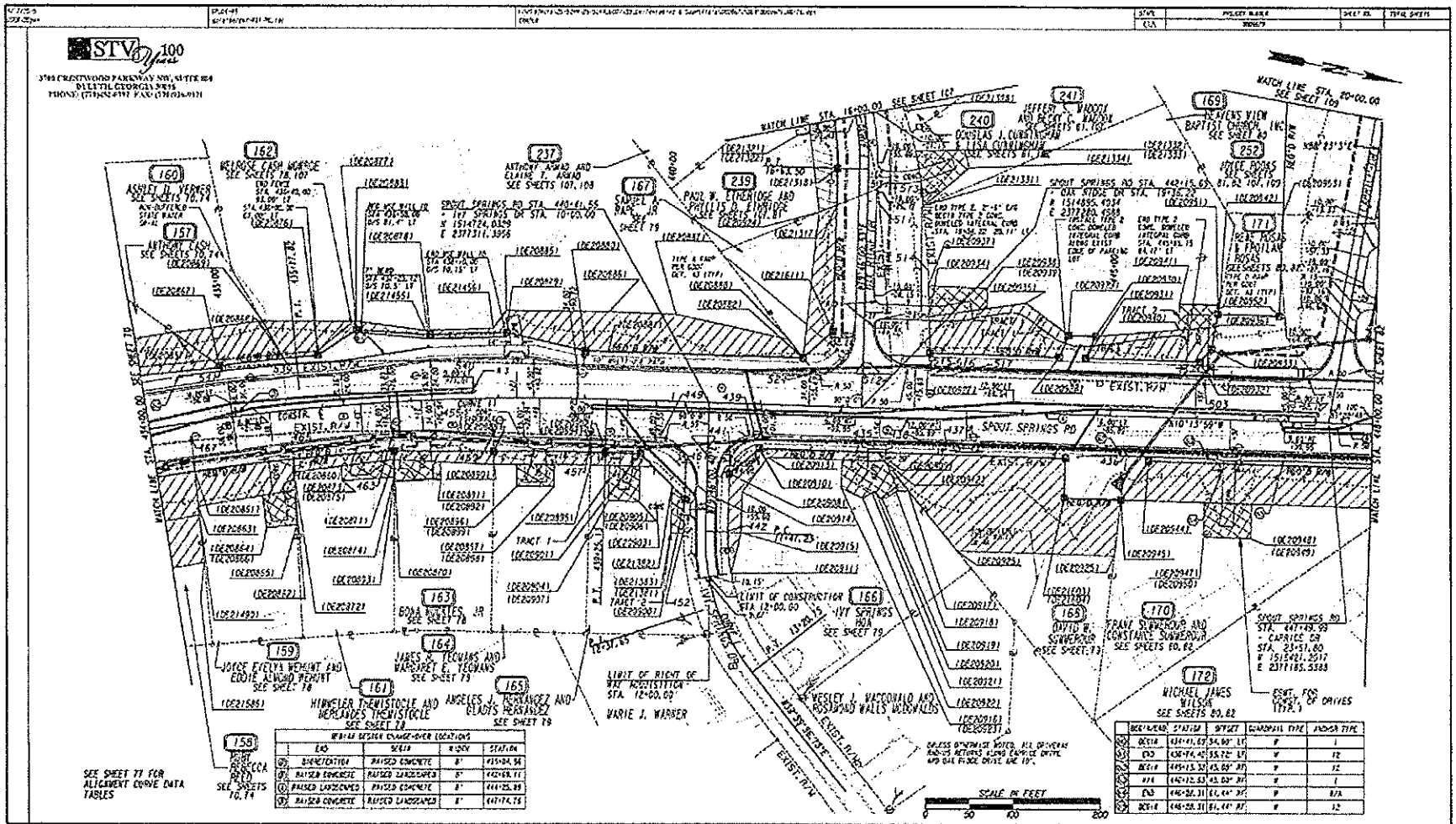
3700 CHESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)432-8797 FAX: (770)936-9111

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 75 OF 111


STV 100
3760 CRESTWOOD PARKWAY NW, SUITE 104
DULUTH, GEORGIA 30096
PHONE: (770)822-4197 FAX: (770)476-9121
WATCH LINE STA. 20+00.00
SEE SHEET 109
WATCH LINE STA. 15+00.00 SEE SHEET 107
SPOUT SPRINGS RD STA. 440+61.55 = IVY SPRINGS DR STA. 10+00.00
N 1514724.0359
E 2377311.3956
SPOUT SPRINGS RD STA. 440+15.63
OAK RIDGE DR STA. 19+35.29
N 1514895.4034
E 2377280.4389
SPOUT SPRINGS RD STA. 447+49.99 = CARRICE DR STA. 23+51.80
N 1515421.2517
E 2377185.5383
SEE SHEET 77 FOR ALIGNMENT CURVE DATA TABLES
SEE SHEETS 72, 74
SEE SHEET 73
SEE SHEET 75
SEE SHEET 76
SEE SHEET 78
SEE SHEET 79
SEE SHEETS 80, 82
SEE SHEETS 81, 83, 107, 109
SEE SHEET 83
SEE SHEETS 82, 83, 107, 109
SEE SHEETS 84, 85
SEE SHEETS 80, 82
SEE SHEET 77
SEE SHEET 73
SEE SHEET 78
SEE SHEET 79
SEE SHEET 79
SEE SHEET 78
SEE SHEET 78
SEE SHEET 78

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0009679 | 11 | 111 |

**SCOUT SPRINGS RD**

Curve# 11
PI Sta= 435+77.82
N= 1514263.82
E= 2372396.48
DELTA= 16°49'23.9" (RT)
D= 02°07'19.44"
T= 351.23
L= 698.53
R= 2700.00
E= 22.75
e= 2.49%

**IVY SPRINGS DR**

Curve# 1
PI Sta= 12+37.65
N= 1514766.25
E= 2377545.27
DELTA= 39°46'04.2" (LT)
D= 22°55'05.92"
T= 90.42
L= 173.52
R= 250.00
E= 15.85
e= N/A

**OAK RIDGE DR**

Curve# 1
PI Sta= 15+65.21
N= 1516828.01
E= 2376507.13
DELTA= 39°08'26.5" (RT)
D= 19°05'56.94"
T= 106.65
L= 204.94
R= 300.00
E= 18.39
e= 5.80%


STV 100 Years
3100 CRESTWOOD PARKWAY NW, SUITE 700
DULUTH, GEORGIA 30096
PHONE: (770)432-0792 FAX: (770)936-9121


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

ALIGNMENT CURVE DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 77 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 78 | 111 |

## 159 JOYCE EVELYN WEHUNT AND EDDIE ALMOND WEHUNT
SEE SHEET 76

[illegible]

## 161 HIMMELER THEMISTOCLE AND MERLANDES THEMISTOCLE
SEE SHEET 76

[illegible]

## 162 MELROSE CASH MONROE
SEE SHEETD 76, 107

[illegible]

## 163 BONA NUCKLES, JR
SEE SHEET 76

[illegible]

STV 100 Years

3700 CREATWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
(PHONE: (770)832-4797 FAX: (770)936-9171)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GND: 1270
DATE 4/17/15 SH 78 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | [illegible] | 73 | 111 |

164 JAMES R. YEOMANS AND MARGARET E. YEOMANS
SEE SHEET 76

165 ANGELES J. HERNANDEZ AND GLADYS HERNANDEZ
SEE SHEET 76

166 IVY SPRINGS HOA
SEE SHEET 76

167 SAMUEL A. RAPE, JR
SEE SHEET 76

168 DAVID W. SUMMEROUR
SEE SHEET 76

STV 100 Years

[illegible]

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA
PROJECT NO: 0005979
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 79 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 83 | 111 |

## 169 HEAVENS VIEW BAPTIST CHURCH, INC.
SEE SHEET 76

[illegible]

## 170 FRANK SUMMERDUR AND CONSTANCE SUMMERDUR
SEE SHEETS 76, 82

[illegible]

## 171 RENE ROSAS & FROILAN ROSAS
SEE SHEETS 76, 82

[illegible]

## 172 MICHAEL JAMES WILSON
SEE SHEETS 76, 82

[illegible]

STV 100 Years

3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)652-0797 FAX: (770)636-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CWD: 1270
DATE 4/17/15 SH 80 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | [illegible] | 81 | 111 |

239 PAUL W. ETHERIDGE AND PHYLLIS D. ETHRIDGE
SEE SHEETS 76, 107

240 DOUGLAS J. CUNNINGHAM & LISA CUNNINGHAM
SEE SHEETS 76, 107

241 JEFFERY S. WADDOX AND BECKY C. WADDOX
SEE SHEETS 76, 107

252 JOYCE POOKS
SEE SHEETS 76, 82, 107, 109

STV 100 Years

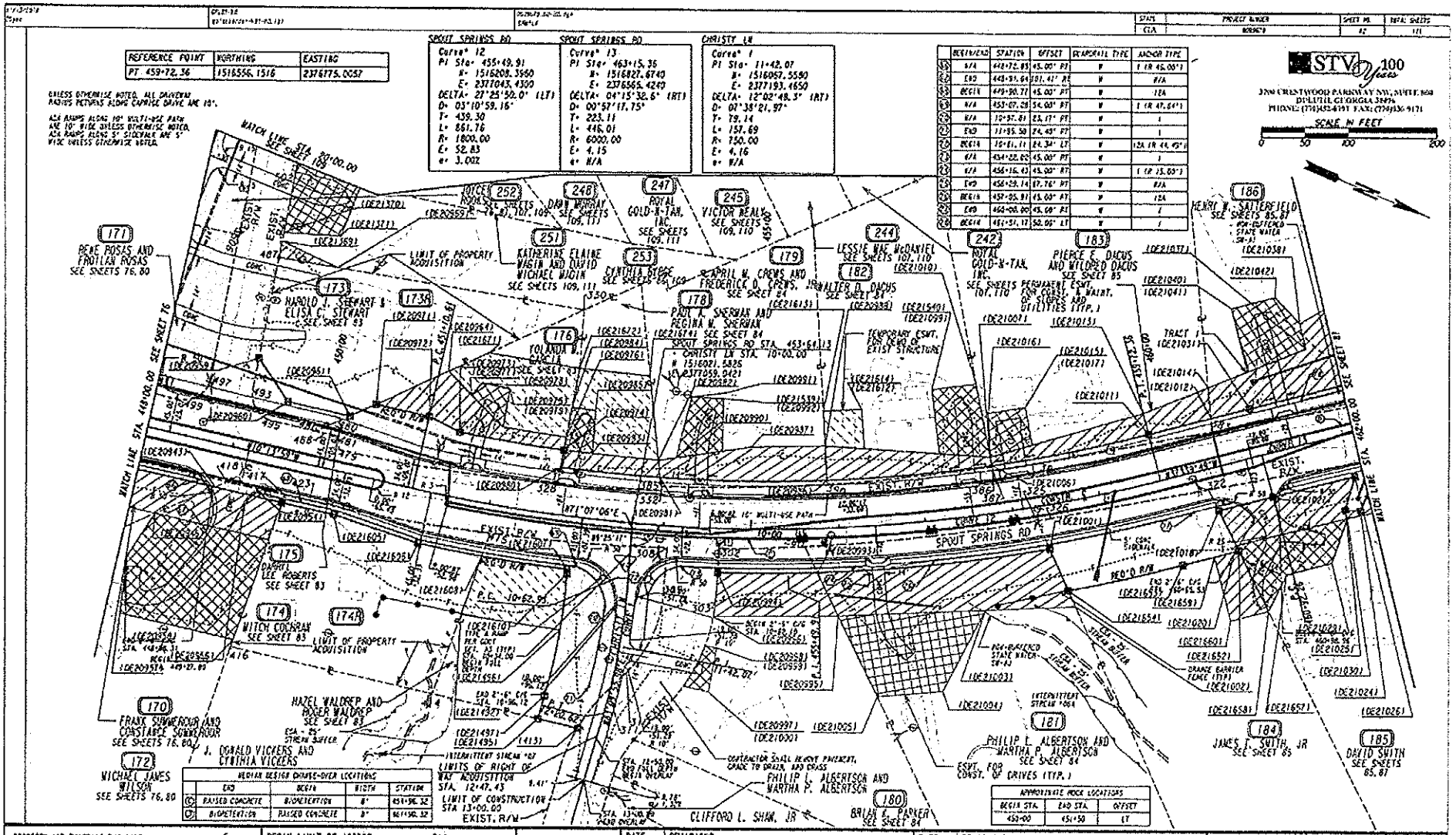
3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)453-8797 FAX: (770)453-9131

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 81 OF 111




| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| PT. 459+72.36 | 1516556.1516 | 2376775.0057 |

UNLESS OTHERWISE NOTED, ALL DRIVEWAY RADIUS RETURNS ALONG CAMPRISE DRIVE ARE 15'.

ALL RAMPS ALONG 10' MULTI-USE PATH ARE 10' WIDE UNLESS OTHERWISE NOTED. ALL RAMPS ALONG 5' SIDEWALK ARE 5' WIDE UNLESS OTHERWISE NOTED.

**SPOUT SPRINGS RD**
Curve# 12
PI Sta= 455+49.91
N= 1516208.3550
E= 2377043.4300
DELTA= 27°25'50.0" (LT)
D= 03°10'59.16"
T= 439.30
L= 861.76
R= 1800.00
E= 52.83
e= 3.002

**SPOUT SPRINGS RD**
Curve# 13
PI Sta= 463+15.36
N= 1516827.6740
E= 2376566.4240
DELTA= 04°15'32.6" (RT)
D= 00°57'17.75"
T= 223.11
L= 446.01
R= 6000.00
E= 4.15
e= N/A

**CHRISTY LN**
Curve# 1
PI Sta= 11+42.07
N= 1516057.5590
E= 2377193.4650
DELTA= 12°02'48.3" (RT)
D= 07°38'21.97"
T= 79.14
L= 157.69
R= 750.00
E= 4.16
e= N/A

| | RETAINED | STATION | OFFSET | SEGMENTAL TYPE | ANCHOR TYPE |
|---|---|---|---|---|---|
| (SS) | N/A | 448+72.83 | 45.00' RT | W | 1 (@ 45.00°) |
| (SS) | END | 448+93.64 | 101.41' RT | W | N/A |
| (SS) | BEGIN | 449+00.77 | 45.00' RT | W | 12A |
| (SS) | N/A | 453+07.08 | 54.00' RT | W | 1 (@ 47.64°) |
| (SS) | N/A | 453+57.83 | 83.17' RT | W | 1 |
| (SS) | END | 453+55.50 | 214.45' RT | W | 1 |
| (SS) | BEGIN | 454+01.11 | 214.34' LT | W | 12A (@ 44.95°) |
| (SS) | N/A | 454+22.82 | 45.00' RT | W | 1 |
| (SS) | N/A | 456+16.43 | 45.00' RT | W | 1 (@ 15.05°) |
| (SS) | END | 456+29.14 | 87.76' RT | W | N/A |
| (SS) | BEGIN | 457+05.81 | 45.00' RT | W | 12A |
| (SS) | END | 460+00.00 | 45.00' RT | W | 1 |
| (SS) | BEGIN | 461+51.17 | 50.00' LT | W | 1 |

**MEDIAN DESIGN CHANGE-OVER LOCATIONS**

| | END | BEGIN | WIDTH | STATION |
|---|---|---|---|---|
| (C) | RAISED CONCRETE | BIORETENTION | 8' | 454+96.32 |
| (C) | BIORETENTION | RAISED CONCRETE | 8' | 461+50.32 |

**APPROXIMATE ROCK LOCATIONS**

| BEGIN STA. | END STA. | OFFSET |
|---|---|---|
| 452+00 | 454+50 | LT |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
RELO'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 09/01/11 | REMOVED FENCE FROM PARCELS 182 AND 183, REVISED DRIVEWAY APRON 7.8A | 11/21/11 | REVISED PERMANENT EASEMENT AND REVISED REL'D R/W ON PARCEL 184. |
| | STATION 460+00 RIGHT, REVISED DRIVEWAY FOR PARCEL 182. | 12/09/11 | REVISED DRIVEWAY ON PARCEL 25A. |
| 05/31/11 | REVISED DEMOLITION EASEMENTS ON PARCELS 176 AND 178 FROM PERMANENT | 06/01/12 | REVISED DRIVEWAY ON PARCEL 12A, REVISED AND ADDED DRIVEWAY ON PARCEL 185. |
| | TO TEMPORARY. | | ADDED PERMANENT EASEMENT ON PARCEL 184, REVISED DRIVEWAY EASEMENT ON |
| 07/05/11 | REVISED LEGENDS AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES | | PARCEL 185. |
| 09/08/11 | REVISED DRIVEWAY WIDTH ON PARCEL 182. | 06/05/12 | ADDED DEMOLITION EASEMENTS TO PARCELS 173, 175, AND 178. |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

# RIGHT OF WAY PLANS

PROJECT NO: 0006679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH. 82 OF 111

STV 100 Years
3200 CROSSWOOD PARKWAY NW, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)435-4991 FAX: (770)936-9171

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 82A | 111 |

| DATE | DRAWING NO. | REVISION |
|---|---|---|
| 05/24/18 | 69-82 | REMOVED PERM. AND TEMP. EASEMENTS AND ADDED IN PARCEL 79 PARCEL 179. |
| 11/13/18 | 69-82 | REMOVED PERM. AND TEMP. EASEMENTS AND ADDED IN PARCEL 79 PARCEL 179. |

| DATE | DRAWING NO. | REVISION |
|---|---|---|

| DATE | REVISIONS |
|---|---|
| 05/24/18 | ADDED SHEET 82A |
| 11/13/18 | ADDED REVISION FOR PARCEL 179. |

| DATE | REVISIONS |
|---|---|

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: FULTON
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 82A OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009519 | 83 | 111 |

## 173 HAROLD J. STEWART & ELISA C. STEWART
SEE SHEET 82

REQ'D R/W - PAR 173/SH83 REQ'D R/W DE20359

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 486 | 33.17 L<br>51.86 | 449+28.54<br>S 10°13'13.4" E | C/L Spout Springs Road |
| 485 | 33.18 L | 449+37.47 | C/L Spout Springs Road |

ARC LENGTH - 45.31
CHORD BEAR - S 34°00'05.5" W
LATH CHORD - 41.65
RADIUS - 33.00
DEGREE - 190°55'03.4"

| | | | |
|---|---|---|---|
| 483 | 50.57 L<br>56.64 | 449+07.48<br>S 73°13'24.5" W | C/L Spout Springs Road |
| DE20355 | 105.00 L<br>56.26 | 449+06.50<br>N 37°21'51.1" E | C/L Spout Springs Road |
| DE20356 | 55.00 L<br>72.35 | 449+53.08<br>N 70°13'55.3" W | C/L Spout Springs Road |
| DE20357 | 55.00 L<br>45.55 | 450+22.35<br>S 47°37'24.5" E | C/L Spout Springs Road |
| 486 | 33.17 L<br>45.55 | 449+02.5 | C/L Spout Springs Road |

REQ'D R/W - 3726.31 SF
REQ'D R/W - 0.085 ACRES
REMAINDER - +/- 0.85 ACRES

REQ'D R/W - PAR 173B REQ'D R/W DE20359A

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20361 | 65.00 L<br>72.35 | 450+22.35<br>S 70°13'55.3" E | C/L Spout Springs Road |
| DE20360 | 65.00 L<br>59.16 | 449+50.00<br>S 37°21'51.1" W | C/L Spout Springs Road |
| DE20359 | 105.00 L<br>111.56 | 449+56.50<br>S 70°13'24.5" W | C/L Spout Springs Road |
| 487 | 118.28 L<br>150.97 | 71+06.87<br>N 13°35'25.2" W | Coprice Drive |
| 330 | 236.43 L<br>233.54 | 452+77.71<br>S 47°37'24.5" E | C/L Spout Springs Road |
| DE20361 | 65.00 L<br>72.35 | 450+22.35 | C/L Spout Springs Road |

REQ'D R/W - 3726.34 SF
REQ'D R/W - 0.085 ACRES
REMAINDER - +/- 0.83 ACRES

## 174 MITCH COCHRAN
SEE SHEET 82

REQ'D R/W - PAR 174/SH82 REQ'D R/W DE20363

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 417 | 42.83 R<br>29.86 | 449+28.00<br>N 73°13'13.4" W | C/L Spout Springs Road |
| 413 | 42.83 R | 449+58.58 | C/L Spout Springs Road |

ARC LENGTH - 208.70
CHORD BEAR - N 13°06'18.7" W
LATH CHORD - 208.61
RADIUS - 2903.69
DEGREE - 2°43'45.9"

| | | | |
|---|---|---|---|
| 413 | 32.53 R<br>71.43 | 452+06.30<br>N 73°13'46.2" E | C/L Spout Springs Road |
| DE20364 | 50.00 R<br>71.43 | 452+01.73 | C/L Spout Springs Road |

ARC LENGTH - 74.19
CHORD BEAR - S 17°58'31.1" E
LATH CHORD - 74.11
RADIUS - 1960.00
DEGREE - 3°04'49.5"

| | | | |
|---|---|---|---|
| DE20366 | 60.00 R<br>101.13 | 451+30.00<br>S 47°37'11.3" E | C/L Spout Springs Road |
| DE20365 | 50.00 R<br>41.95 | 450+30.00<br>S 73°13'55.3" E | C/L Spout Springs Road |
| DE20364 | 50.00 R<br>8.24 | 449+62.91<br>S 86°32'45.5" W | C/L Spout Springs Road |
| 417 | 40.83 R | 449+76.8 | C/L Spout Springs Road |

REQ'D R/W - 4914.24 SF
REQ'D R/W - 0.083 ACRES
REMAINDER - +/- 0.92 ACRES

REQ'D R/W - PAR 174/SH 102 REQ'D R/W DE20363A

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20364 | 50.00 R<br>61.09 | 449+62.91<br>N 37°13'55.3" W | C/L Spout Springs Road |
| DE20365 | 50.00 R<br>101.13 | 450+30.00<br>N 47°37'11.3" W | C/L Spout Springs Road |
| DE20366 | 60.00 R<br>74.11 | 451+30.00<br>N 17°58'31.1" W | C/L Spout Springs Road |
| DE20369 | 60.00 R<br>107.87 | 452+01.73<br>N 86°32'45.2" E | C/L Spout Springs Road |
| 414 | 225.44 R<br>225.34 | 451+76.41<br>S 70°07'41.3" E | C/L Spout Springs Road |
| 416 | 223.63 R<br>114.87 | 449+40.76<br>S 86°32'45.5" W | C/L Spout Springs Road |
| DE20364 | 50.00 R<br>109.64 | 449+62.91<br>S 86°32'45.5" W | C/L Spout Springs Road |

REQ'D R/W - 3924.56 SF
REQ'D R/W - 0.92 ACRES
REMAINDER - +/- 0.06 ACRES

## 175 DARRYL LEE ROBERTS
SEE SHEET 82

REQ'D R/W - PAR 175/SH84 REQ'D R/W DE20364

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 481 | 33.12 L | 450+15.49 | C/L Spout Springs Road |

ARC LENGTH - 15.61
CHORD BEAR - S 10°26'51.2" E
LATH CHORD - 15.61
RADIUS - 1993.69
DEGREE - 2°52'25.9"

| | | | |
|---|---|---|---|
| 483 | 33.16 L<br>11.13 | 449+39.56<br>S 10°13'13.5" E | C/L Spout Springs Road |
| 486 | 33.17 L<br>29.92 | 449+28.54<br>N 47°37'24.5" W | C/L Spout Springs Road |
| 486 | 56.17 L<br>11.86 | 450+11.50<br>N 47°37'24.5" W | C/L Spout Springs Road |
| 481 | 33.12 L | 450+15.5 | C/L Spout Springs Road |

REQ'D R/W - 237.13 SF
REQ'D R/W - 0.005 ACRES
REMAINDER - +/- 0.03 ACRES

## 176 YOLANDA M. GARCIA
SEE SHEET 82

REQ'D R/W - PAR 176/SH81 REQ'D R/W DE20365

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 378 | 35.17 L | 452+73.45 | C/L Spout Springs Road |

ARC LENGTH - 252.06
CHORD BEAR - S 14°21'38.5" E
LATH CHORD - 251.90
RADIUS - 2003.69
DEGREE - 2°51'28.6"

| | | | |
|---|---|---|---|
| 415 | 24.25 L<br>15.54 | 452+18.21<br>S 87°15'55.3" W | C/L Spout Springs Road |
| 481 | 33.22 L<br>11.78 | 452+15.43<br>S 87°15'54.8" W | C/L Spout Springs Road |
| 486 | 56.17 L<br>46.47 | 452+11.63<br>N 47°37'24.5" W | C/L Spout Springs Road |
| DE20371 | 85.00 L<br>62.39 | 450+42.52<br>N 70°13'55.3" W | C/L Spout Springs Road |
| DE20372 | 85.00 L<br>38.94 | 451+70.61<br>N 47°01'04.5" E | C/L Spout Springs Road |
| DE20373 | 75.00 L | 451+50.00 | C/L Spout Springs Road |

ARC LENGTH - 122.58
CHORD BEAR - N 13°05'12.2" W
LATH CHORD - 122.55
RADIUS - 1725.00
DEGREE - 3°19'11.4"

| | | | |
|---|---|---|---|
| DE20374 | 75.00 L<br>39.09 | 452+75.87<br>N 77°50'33.3" E | C/L Spout Springs Road |
| 378 | 35.17 L<br>72.03 | 452+73.5 | C/L Spout Springs Road |

REQ'D R/W - 12018.99 SF
REQ'D R/W - 0.305 ACRES
REMAINDER - +/- 0.41 ACRES

PESAT - PAR 176/SH81 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20366 AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20374 | 75.00 L | 452+75.87 | C/L Spout Springs Road |

ARC LENGTH - 122.58
CHORD BEAR - S 13°05'12.2" E
LATH CHORD - 122.55
RADIUS - 1725.00
DEGREE - 3°19'11.4"

| | | | |
|---|---|---|---|
| DE20373 | 75.00 L<br>38.94 | 451+50.00<br>S 47°01'04.5" W | C/L Spout Springs Road |
| DE20372 | 85.00 L<br>62.39 | 451+70.61<br>S 70°13'55.3" E | C/L Spout Springs Road |
| DE20371 | 85.00 L<br>50.63 | 450+42.52<br>N 47°37'04.5" W | C/L Spout Springs Road |
| DE20364 | 140.00 L<br>82.58 | 451+71.38<br>N 77°31'33.3" E | C/L Spout Springs Road |
| DE20375 | 50.00 L<br>72.59 | 452+30.00<br>N 14°17'53.7" W | C/L Spout Springs Road |
| DE20376 | 50.00 L<br>75.03 | 452+76.74<br>N 77°50'33.3" E | C/L Spout Springs Road |
| DE20374 | 75.00 L | 452+75.8 | C/L Spout Springs Road |

REQ'D EXCH'T - 6024.87 SF
REQ'D EXCH'T - 0.138 ACRES

PESAT - PAR 176/SH81 EXCH'T FOR DEMO. OF EXIST. STRUCTURE DE20367

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20375 | 50.00 L | 452+76.74 | C/L Spout Springs Road |
| DE20376 | 50.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20377 | 115.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20378 | 115.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20379 | 115.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20380 | 50.00 L | 452+30.00 | C/L Spout Springs Road |

REQ'D EXCH'T AREA - 2373.38 SF

DACSAT - PAR 176/SH81 REQ'D DRAW. EXCH'T. DE20367

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20375 | 50.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20377 | 115.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20378 | 115.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20379 | 115.00 L | 452+30.00 | C/L Spout Springs Road |
| DE20380 | 50.00 L | 452+30.00 | C/L Spout Springs Road |

## 177 HAZEL WALDREP AND ROSER WALDREP
SEE SHEET 82

REQ'D R/W - PAR 177/SH78 REQ'D R/W DE20368

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 415 | 32.93 R | 452+08.30 | C/L Spout Springs Road |

ARC LENGTH - 252.45
CHORD BEAR - N 13°04'58.8" W
LATH CHORD - 252.35
RADIUS - 2073.69
DEGREE - 2°45'46.8"

| | | | |
|---|---|---|---|
| 336 | 24.72 R<br>51.34 | 454+05.40<br>N 71°01'57.6" E | C/L Spout Springs Road |
| 335 | 45.77 L | 10+35.32 | Carlisle Lane |

ARC LENGTH - 102.87
CHORD BEAR - S 69°07'36.4" E
LATH CHORD - 102.62
RADIUS - 141.41
DEGREE - 40°30'58.8"

| | | | |
|---|---|---|---|
| 315 | 11.56 L<br>29.49 | 11+68.54<br>S 87°17'12.4" E | Carlisle Lane |
| 311 | 8.32 R | 11+93.21 | Carlisle Lane |

ARC LENGTH - 55.06
CHORD BEAR - S 74°54'30.8" E
LATH CHORD - 55.00
RADIUS - 2110.92
DEGREE - 2°09'53.4"

| | | | |
|---|---|---|---|
| 413 | 23.78 R<br>46.37 | 12+45.15<br>S 10°01'25.8" E | Carlisle Lane |
| DE20165 | 73.00 R<br>70.11 | 12+41.13<br>S 13°39'54.8" W | Carlisle Lane |
| DE20167 | 73.00 R | 12+22.52 | Carlisle Lane |

ARC LENGTH - 140.98
CHORD BEAR - S 71°09'25.8" W
LATH CHORD - 140.71
RADIUS - 1883.00
DEGREE - 4°29'31.1"

| | | | |
|---|---|---|---|
| DE20170 | 73.00 R<br>4.93 | 12+22.93<br>S 17°01'35.7" W | Carlisle Lane |
| DE20169 | 63.00 R | 452+76.94 | C/L Spout Springs Road |

ARC LENGTH - 98.26
CHORD BEAR - S 14°38'56.3" E
LATH CHORD - 98.28
RADIUS - 1860.00
DEGREE - 3°04'49.5"

| | | | |
|---|---|---|---|
| DE20168 | 63.00 R<br>77.43 | 452+01.73<br>S 45°38'46.2" W | C/L Spout Springs Road |
| 415 | 32.94 R | 452+06.3 | C/L Spout Springs Road |

REQ'D R/W - 72/92.33 SF
REQ'D R/W - 0.509 ACRES
REMAINDER - +/- 0.45 ACRES

PESAT - PAR 177/SH81 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20364 AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE20366 | 60.00 R | 452+01.73 | C/L Spout Springs Road |

ARC LENGTH - 90.19
CHORD BEAR - N 14°38'56.3" W
LATH CHORD - 90.19
RADIUS - 1860.00
DEGREE - 3°04'49.5"

| | | | |
|---|---|---|---|
| DE20367 | 60.00 R<br>4.93 | 452+96.94<br>N 17°01'35.7" E | C/L Spout Springs Road |
| DE20370 | 70.00 R | 10+62.91 | Carlisle Lane |

ARC LENGTH - 65.10
CHORD BEAR - N 71°51'22.5" E
LATH CHORD - 65.09
RADIUS - 1860.00
DEGREE - 3°05'59.5"

| | | | |
|---|---|---|---|
| DE20376 | 130.00 R<br>114.35 | 452+97.11<br>S 14°28'25.1" E | C/L Spout Springs Road |
| DE20372 | 130.00 R<br>70.99 | 452+93.47<br>S 87°39'46.2" W | C/L Spout Springs Road |
| DE20378 | 60.00 R | 452+97.1 | C/L Spout Springs Road |

REQ'D EXCH'T - 7423.37 SF
REQ'D EXCH'T - 0.170 ACRES

STV 100 Years
3700 CHESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-0797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 03/31/17 | REVISED DEMOLITION EASEMENT ON PARCEL 174 FROM PERMANENT TO TEMPORARY. | | |
| 07/19/17 | REVISED PERM. EASEMENT DESCRIPTION TO INCLUDE UTILITIES | | |
| 08/29/18 | ADDED DEMOLITION EASEMENTS TO PARCELS 173 AND 176. | | |
| 05/24/18 | REMOVED PERMANENT AND TEMPORARY EASEMENTS FROM PARCEL 174. | | |
| | ADDED PARCEL 174B. | | |
| 11/13/18 | REMOVED PERM. AND TEMP. EASEMENTS FROM PARCEL 173. ADDED PARCEL 173B. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009519
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 83 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | [illegible] | 84 | 111 |

## 178 PAUL A. SHERMAN AND REGINA W. SHERMAN
SEE SHEET 82

[illegible]

## 179 APRIL W. CREWS AND FREDERICK O. CREWS, JR
SEE SHEET 82

[illegible]

## 180 BRIAN K. PARKER
SEE SHEET 82

[illegible]

## 181 PHILIP L. ALBERTSON AND MARTHA P. ALBERTSON
SEE SHEET 82

[illegible]

## 182 WALTER D. DACUS
SEE SHEET 82

[illegible]

STV 100 Years

3700 CRENTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-4757 FAX: (770)[illegible]

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 84 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | [illegible] | 81 | 111 |

## 183 PIERCE E. DACUS AND MILDRED DACUS
SEE SHEET 82

[illegible]

## 184 JAMES T. SMITH, JR
SEE SHEET 82

[illegible]

## 185 DAVID SMITH
SEE SHEETS 82, 87

[illegible]

## 186 HENRY W. SATTERFIELD
SEE SHEETS 82, 87

[illegible]

STV 100 Years

[illegible]

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 85 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| C.A. | [illegible] | [illegible] | [illegible] |

253 CYNTHIA BIRGE
SEE SHEET 82

[illegible]

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |

[illegible]

| PAT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |
| [illegible] | [illegible] | [illegible] | Caption Drive |

STV 100 Years

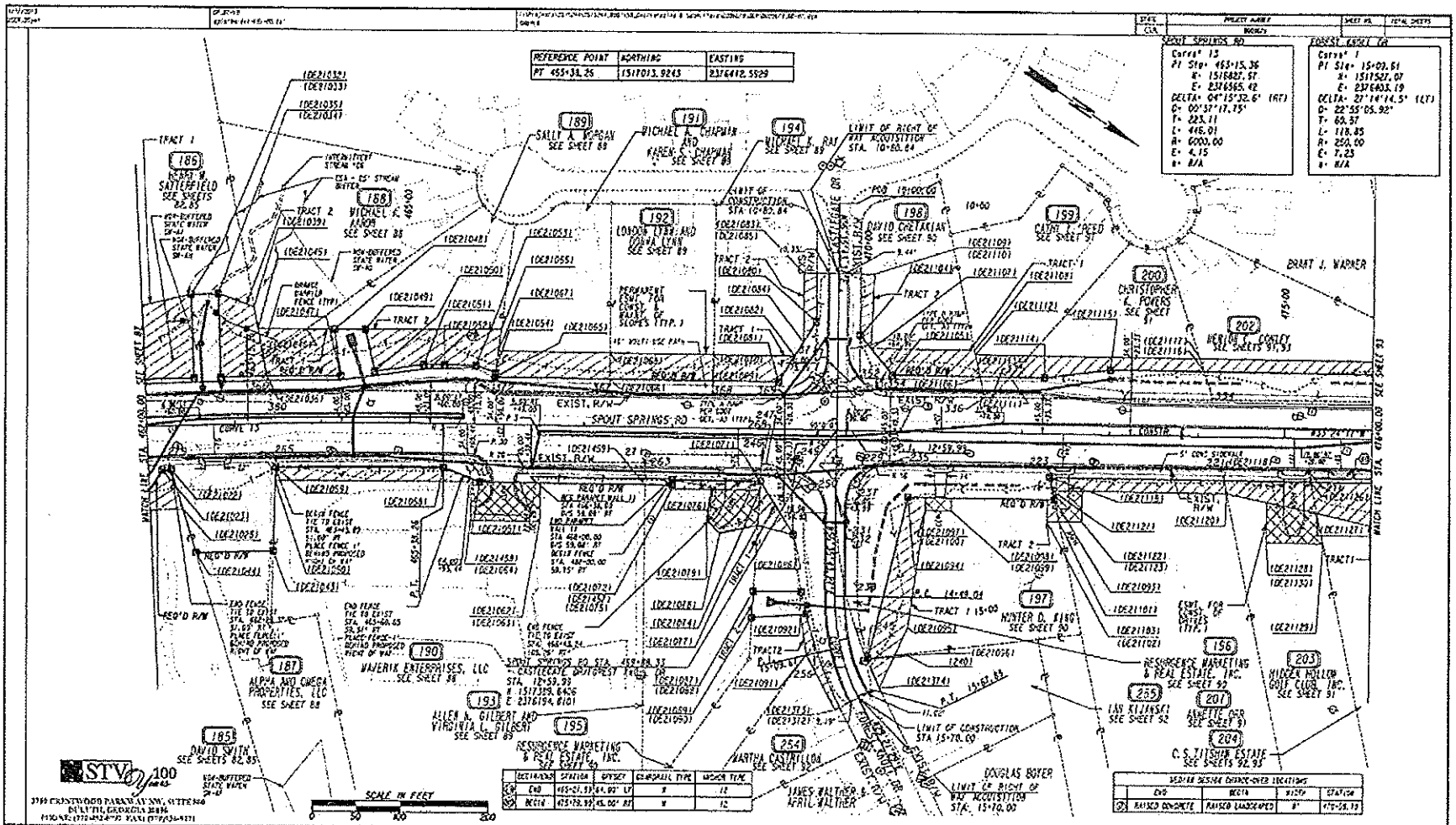
[illegible] CHESTWOOD PARKWAY NW, SUITE [illegible]
DULUTH, GEORGIA [illegible]
PHONE: [illegible] FAX: [illegible]

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 85 OF 111




| DESIGN DESIGN CHANGE-OVER LOCATIONS | | | |
|---|---|---|---|
| END | BEGIN | WIDTH | STATION |
| RAISED CONCRETE | RAISED LANDSCAPED | 8' | 470+58.73 |

| | | | |
|---|---|---|---|
| PROPERTY AND EXISTING R/W LINE | | BEGIN LIMIT OF ACCESS | BLA |
| REQUIRED R/W LINE | | END LIMIT OF ACCESS | ELA |
| CONSTRUCTION LIMITS | | LIMIT OF ACCESS | |
| EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES | | REQ'D R/W & LIMIT OF ACCESS | |
| EASEMENT FOR CONSTR OF SLOPES | | ORANGE BARRIER FENCE | |
| EASEMENT FOR CONSTR OF DRIVES | | ESA - ENV. SENSITIVE AREA (SEE EXIT 04-002 - 04-003) | |

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 87 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| CA | GEORGIA | 88 | 111 |

## 187 ALPHA AND OMEGA PROPERTIES, LLC
SEE SHEET 87

[illegible]

## 188 MICHAEL A. AARON
SEE SHEET 87

[illegible]

## 189 SALLY A. MORGAN
SEE SHEET 87

[illegible]

## 190 MAVERIK ENTERPRISES, LLC
SEE SHEET 87

[illegible]

STV 100 Years

3760 CRESTWOOD PARKWAY NW, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)453-0797 FAX: (770)926-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/13 SH 88 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 88 | 111 |

191 MICHAEL A. CHAPMAN AND KAREN S. CHAPMAN
SEE SHEET 87

REQD R/W - PAR 191/SP/SD REQ'D R/W DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 361 | 38.63 L<br>124.39 | 457+28.12<br>S 33°44'23.1" E | C/L Spout Springs Road |
| 372 | 37.85 L<br>11.87 | 459+51.87<br>S 63°11'43.8" W | C/L Spout Springs Road |
| DEZ/1065 | 55.02 L<br>132.25 | 459+55.45<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1066 | 55.02 L<br>16.37 | 457+28.70<br>N 56°33'11.4" E | C/L Spout Springs Road |
| 361 | 38.63 L<br>124.39 | 457+28.12<br>S 33°44'23.1" E | C/L Spout Springs Road |

REQD R/W - 1918.69 SF
REQD R/W - 0.043 ACRES
REMAINDER - +/- 0.53 ACRES

PEDC - PAR 191/SP/SD EXCEPT FOR CONST. & MAINT. OF SLOPES. DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1065 | 55.00 L<br>132.25 | 457+28.10<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1066 | 55.00 L<br>16.37 | 459+55.45<br>S 63°11'43.8" W | C/L Spout Springs Road |
| DEZ/1067 | 85.00 L<br>132.67 | 459+55.45<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1068 | 85.00 L<br>16.37 | 457+28.70<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1069 | 55.00 L<br>1918.69 | 457+28.10<br>S 33°44'23.1" E | C/L Spout Springs Road |

REQD EXCEPT - 1918.69 SF
REQD EXCEPT - 0.043 ACRES

192 LONDON LYNN AND DONNA LYNN
SEE SHEET 87

REQD R/W - PAR 192/SP/SD REQ'D R/W DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 361 | 38.37 L<br>111.43 | 457+45.33<br>S 33°44'23.1" E | C/L Spout Springs Road |
| 367 | 38.37 L<br>16.37 | 457+28.12<br>S 56°33'11.4" W | C/L Spout Springs Road |
| DEZ/1066 | 55.00 L<br>132.25 | 457+28.10<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1069 | 55.00 L<br>16.37 | 459+45.33<br>N 56°33'11.4" E | C/L Spout Springs Road |
| 361 | 38.37 L<br>1918.69 | 457+45.33<br>S 33°44'23.1" E | C/L Spout Springs Road |

REQD R/W - 1918.69 SF
REQD R/W - 0.043 ACRES
REMAINDER - +/- 0.55 ACRES

PEDC - PAR 192/SP/SD EXCEPT FOR CONST. & MAINT. OF SLOPES. DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1069 | 55.00 L<br>132.25 | 457+45.33<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1068 | 55.00 L<br>16.37 | 457+28.70<br>S 56°33'11.4" W | C/L Spout Springs Road |
| DEZ/1067 | 85.00 L<br>132.67 | 457+28.10<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1070 | 85.00 L<br>16.37 | 457+45.33<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1069 | 55.00 L<br>1918.69 | 457+45.33<br>S 33°44'23.1" E | C/L Spout Springs Road |

REQD EXCEPT - 1918.69 SF
REQD EXCEPT - 0.043 ACRES

193 ALLEN W. GILBERT AND VIRGINIA L. GILBERT
SEE SHEET 87

REQD R/W - PAR 193/SP/SD REQ'D R/W DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 371 | 34.13 R<br>111.42 | 457+69.37<br>N 33°44'23.1" W | C/L Spout Springs Road |
| 268 | 33.35 R<br>16.20 | 459+69.40<br>N 33°24'16.7" E | C/L Spout Springs Road |
| 245 | 43.35 R<br>16.20 | 459+69.39<br>N 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1071 | 69.00 R<br>100.01 | 459+69.39<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1072 | 69.00 R<br>6.00 | 459+69.39<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1073 | 66.00 R<br>16.45 | 459+69.39<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1074 | 66.00 R<br>16.45 | 457+69.39<br>S 56°33'11.4" W | C/L Spout Springs Road |
| 271 | 41.13 R<br>16.20 | 457+69.42<br>S 56°33'11.4" W | C/L Spout Springs Road |
| 371 | 34.13 R<br>1918.69 | 457+69.37<br>S 33°44'23.1" E | C/L Spout Springs Road |

REQD R/W - 1918.69 SF
REQD R/W - 0.043 ACRES
REMAINDER - +/- 0.29 ACRES

PEDC - PAR 193/SP/SD EXCEPT FOR CONST. & MAINT. OF SLOPES. DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1072 | 62.00 R<br>100.01 | 459+62.00<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1071 | 62.00 R<br>10.01 | 459+62.01<br>N 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1074 | 72.00 R<br>100.01 | 459+62.01<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1075 | 72.00 R<br>10.01 | 459+62.00<br>S 56°33'11.4" W | C/L Spout Springs Road |
| DEZ/1072 | 62.00 R<br>10.01 | 459+62.00<br>S 56°33'11.4" W | C/L Spout Springs Road |

REQD EXCEPT - 1002.58 SF
REQD EXCEPT - 0.023 ACRES

DEDD/SD - PAR 193/SP/SD REQ'D DRWL. EXCEPT. DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1076 | 78.00 R<br>54.00 | 457+45.00<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1077 | 78.00 R<br>54.00 | 457+45.00<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1078 | 78.00 R<br>54.00 | 457+45.00<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1079 | 78.00 R<br>54.00 | 457+45.00<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1080 | 78.00 R<br>54.00 | 457+45.00<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1081 | 78.00 R<br>54.00 | 457+45.00<br>N 56°33'11.4" E | C/L Spout Springs Road |

194 MICHAEL K. RAY
SEE SHEET 87

REQD R/W - PAR 194/SP/SD REQ'D R/W DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1080 | 25.23 R<br>15.26 | 11+35.00<br>N 56°24'12.5" E | Castlegate Drive/Forest Knoll Drive |
| 371 | 25.23 R<br>11.25 | 11+35.00<br>N 56°24'12.5" E | Castlegate Drive/Forest Knoll Drive |

REQD EXCEPT - 47.25
DEDD REQD - S 56°24'12.5" E
DEDD EXCEPT - 42.32
PAD/SD - 30.36
DEDD/SD - 1917.59 SF
REQD EXCEPT - 1917.59 SF
REQD EXCEPT - 0.043 ACRES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 268 | 35.23 R<br>16.16 | 457+11.46<br>S 33°44'23.1" E | C/L Spout Springs Road |
| 268 | 35.23 R<br>15.58 | 457+45.38<br>S 56°33'11.4" W | C/L Spout Springs Road |
| DEZ/1083 | 55.00 L<br>14.61 | 457+45.38<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1081 | 55.00 L<br>14.61 | 457+45.38<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1080 | 25.23 R<br>11.25 | 11+35.00<br>N 56°24'12.5" E | Castlegate Drive/Forest Knoll Drive |

REQD R/W - 1918.69 SF
REQD R/W - 0.043 ACRES
REMAINDER - +/- 0.58 ACRES

PEDC - PAR 194/SP/SD-TRACT 1 EXCEPT FOR CONST. & MAINT. OF SLOPES. DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1081 | 55.00 L<br>14.61 | 457+45.38<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DEZ/1082 | 55.00 L<br>15.00 | 457+45.38<br>S 56°33'11.4" W | C/L Spout Springs Road |
| DEZ/1083 | 85.00 L<br>15.00 | 457+45.38<br>N 33°24'16.7" W | C/L Spout Springs Road |
| DEZ/1084 | 85.00 L<br>15.00 | 457+45.38<br>N 56°33'11.4" E | C/L Spout Springs Road |
| DEZ/1085 | 55.00 L<br>14.61 | 457+45.38<br>N 56°33'11.4" E | C/L Spout Springs Road |

REQD EXCEPT - 1918.69 SF
REQD EXCEPT - 0.043 ACRES
TOTAL REQD EXCEPT - 3.85 SF
TOTAL REQD EXCEPT - 0.043 ACRES

PEDC - PAR 194/SP/SD-TRACT 2 EXCEPT FOR CONST. & MAINT. OF SLOPES. DEDD/SD

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DEZ/1083 | 25.41 R<br>54.36 | 10+30.84<br>N 56°24'12.5" E | Castlegate Drive/Forest Knoll Drive |
| DEZ/1086 | 25.41 R<br>28.17 | 10+35.00<br>N 56°33'11.4" E | Castlegate Drive/Forest Knoll Drive |
| DEZ/1084 | 40.00 R<br>28.14 | 10+30.84<br>S 56°33'11.4" W | Castlegate Drive/Forest Knoll Drive |
| DEZ/1085 | 40.00 R<br>18.59 | 10+30.84<br>N 56°33'11.4" W | Castlegate Drive/Forest Knoll Drive |
| DEZ/1083 | 25.41 R<br>11.25 | 10+30.84<br>N 56°33'11.4" E | Castlegate Drive/Forest Knoll Drive |

REQD EXCEPT - 1917.59 SF
REQD EXCEPT - 0.043 ACRES

STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 100
DULUTH, GEORGIA 30096
PHONE: (770)452-0797 FAX: (770)956-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CMD: 1270
DATE 4/17/15 SH 89 OF 111

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0009679 | 90 | 111 |

195 RESURGENCE MARKETING & REAL ESTATE, INC.
SEE SHEET 81

196 RESURGENCE MARKETING & REAL ESTATE, INC.
SEE SHEET 81

197 HUNTER D. KING
SEE SHEET 81

198 DAVID CHETAKIAN
SEE SHEET 81


STV 100 Years
3781 CHESTNUT PARKWAY NW, SUITE 600
DULUTH, GEORGIA 30096
PHONE: (770)453-4797 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE: 4/17/15 SH. 90 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 87 | 111 |

## 199 CATHY L. PEED
SEE SHEET 87

[illegible]

## 200 CHRISTOPHER K. POWERS
SEE SHEET 87

[illegible]

## 201 ANNETTE OAR
SEE SHEET 87

[illegible]

## 202 MENION C. CONLEY
SEE SHEETS 87, 93

[illegible]

## 203 HIDDEN HOLLOW GOLF CLUB, INC.
SEE SHEET 87

[illegible]

STV 100 Years

3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)452-6757 FAX: (770)536-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 91 OF 111

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0009679 | 92 | 111 |

**204** C. S. TITSHAW ESTATE
SEE SHEETS 27, 93

POB #A - PIN 204/0214 BEGIN RW DESCRIPTION

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | DIST | N,E/LAT,LONG | |
| 216 | 36.58 R | 479+91.45 | GA Spot Springs Road |
| | 45.00 | N 33°47'20.1" W | |
| 214 | 32.00 R | 482+52.84 | GA Spot Springs Road |
| | 45.00 | N 33°47'54.2" W | |
| 155 | 32.00 R | 483+82.57 | GA Spot Springs Road |
| | 38.55 | N 33°48'35.5" E | |
| 0214101 | 32.00 R | 484+11.86 | GA Spot Springs Road |
| | 38.89 | S 33°47'16.7" E | |
| 0214102 | 32.00 R | 485+19.88 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214103 | 66.00 R | 486+15.82 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214104 | 66.00 R | 486+73.82 | GA Spot Springs Road |
| | 38.89 | S 33°47'16.7" E | |
| 0214105 | 66.00 R | 487+31.82 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214106 | 32.00 R | 488+27.76 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214107 | 150.00 R | 489+23.70 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214108 | 150.00 R | 489+83.70 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214109 | 50.00 R | 490+79.64 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214110 | 50.00 R | 491+29.64 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214111 | 175.00 R | 491+89.64 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214112 | 175.00 R | 492+49.64 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214113 | 50.00 R | 493+45.58 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214114 | 50.00 R | 493+95.58 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214115 | 50.00 R | 494+55.58 | GA Spot Springs Road |
| | 38.55 | S 33°48'35.5" E | |
| 216 | 36.58 R | 495+01.13 | GA Spot Springs Road |

POB #A - PIN 204/0214-TRACT 3 EXCEPT FOR EXCL. & EASE. OF SLOPES DESCRIPTION

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | DIST | N,E/LAT,LONG | |
| 0214116 | 36.58 R | 479+91.45 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214115 | 50.00 R | 494+55.58 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214114 | 66.00 R | 493+95.58 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214113 | 66.00 R | 493+33.82 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214112 | 50.00 R | 492+49.64 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214111 | 50.00 R | 491+89.64 | GA Spot Springs Road |
| | 5.11 | S 41°27'29.3" E | |
| 0214110 | 50.00 R | 491+29.64 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214109 | 50.00 R | 490+79.64 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214108 | 150.00 R | 489+83.70 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214107 | 150.00 R | 489+23.70 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214106 | 32.00 R | 488+27.76 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214105 | 66.00 R | 487+31.82 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214104 | 66.00 R | 486+73.82 | GA Spot Springs Road |
| | 45.00 | S 33°47'16.7" E | |
| 0214103 | 66.00 R | 486+15.82 | GA Spot Springs Road |
| | 38.89 | S 33°47'16.7" E | |
| 0214102 | 32.00 R | 485+19.88 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214101 | 32.00 R | 484+11.86 | GA Spot Springs Road |
| | 38.89 | S 33°47'16.7" E | |
| 214 | 32.00 R | 482+52.84 | GA Spot Springs Road |
| | 45.00 | N 33°47'54.2" W | |
| 216 | 36.58 R | 479+91.45 | GA Spot Springs Road |
| | 45.00 | N 33°47'20.1" W | |
| POB #A | 71169.09 SF | | |
| BEG LEGAL | 1.634 ACRES | | |
| REMAINDER | +/- 1.5 ACRES | | |

POB #B - PIN 204/0214-TRACT 1 EXCEPT FOR EXCL. & EASE. OF SLOPES DESCRIPTION

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | DIST | N,E/LAT,LONG | |
| 0214106 | 36.58 R | 479+91.45 | GA Spot Springs Road |
| | 128.98 | S 33°47'16.7" W | |
| 0214107 | 36.58 R | 479+28.58 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214108 | 128.98 R | 477+96.95 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214109 | 36.58 R | 479+28.58 | GA Spot Springs Road |
| | 38.55 | S 33°48'35.5" W | |
| 0214115 | 36.58 R | 479+91.3 | GA Spot Springs Road |
| BEG LEGAL | 53,652 SF | | |
| BEG LEGAL | 1.231 ACRES | | |
| TOTAL BEG LEGAL | 256,753.69 SF | | |
| TOTAL BEG LEGAL | 5.893 ACRES | | |

POB #A - PIN 204/0214-TRACT 2 LIGHT FOR EXCL. & EASE. OF SLOPES DESCRIPTION

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | DIST | N,E/LAT,LONG | |
| 0214116 | 36.58 R | 479+91.45 | GA Spot Springs Road |
| | 128.98 | S 33°47'16.7" E | |
| 0214115 | 36.58 R | 479+28.58 | GA Spot Springs Road |
| | 45.00 | S 33°48'35.5" E | |
| 0214116 | 186.58 R | 479+91.30 | GA Spot Springs Road |
| | 38.55 | S 33°47'16.7" E | |
| 0214116 | 186.58 R | 479+53.60 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" E | |
| 0214115 | 186.58 R | 477+96.95 | GA Spot Springs Road |
| | 128.98 | S 41°27'29.3" W | |
| 0214116 | 36.58 R | 479+28.58 | GA Spot Springs Road |
| BEG LEGAL | 8,127.58 SF | | |
| BEG LEGAL | 0.187 ACRES | | |

**254** MARTHA CASTRILLO
SEE SHEET 87

POB - PIN 254/0214 EXCEPT FOR EXCL. & EASE. OF SLOPES DESCRIPTION

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | DIST | N,E/LAT,LONG | |
| 254 | 36.58 R | 479+91.73 | Castlegate Drive/Entrance Road Drive |
| POB #A | 74.00 | | |
| POB #A | N 34°09'49.5" E | | |
| POB LEGAL | 10.3K | | |
| | 1455.55 | 1455.55 | |
| | 1455.55 | N 33°47'36.5" | |
| 0214254 | 36.58 R | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| | 5.42 | S 56°12'23.5" E | |
| 0214252 | 36.58 R | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| | 74.28 | S 33°47'36.5" W | |
| 0214255 | 46.58 R | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| | 15.54 | N 56°12'23.5" W | |
| 255 | 31.04 R | 479+91.7 | Castlegate Drive/Entrance Road Drive |
| NEW LEGAL | 46.52 SF | | |
| NEW LEGAL | 3.015 ACRES | | |
| REMAINDER | +/- 0.33 ACRES | | |

**255** IAN KIJANSKI
SEE SHEET 87

POB - PIN 255/0214 EXCEPT FOR EXCL. & EASE. OF SLOPES DESCRIPTION

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | DIST | N,E/LAT,LONG | |
| 0214254 | 36.58 L | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| LAST LEGAL | 36.58 | | |
| CHORD BEAR | S 33°47'36.5" W | | |
| CHORD LENGTH | 10.3K | | |
| | 1455.55 | 1455.55 | |
| | 1455.55 | 1455.55 | |
| RADIUS | 1455.58 | | |
| BEARING | N 33°47'36.5" | | |
| 255 | 36.58 L | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| | 5.42 | S 56°12'23.5" E | |
| 252 | 36.58 L | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| | 74.28 | S 33°47'36.5" W | |
| 0214255 | 46.58 L | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| | 15.54 | N 56°12'23.5" W | |
| 0214254 | 36.58 L | 479+91.96 | Castlegate Drive/Entrance Road Drive |
| NEW LEGAL | 46.52 SF | | |
| NEW LEGAL | 3.015 ACRES | | |
| REMAINDER | +/- 0.33 ACRES | | |

STV 100 years
3798 CRESTWOOD PARKWAY NW, SUITE 600
DULUTH, GEORGIA 30096
PHONE: (770)925-0797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

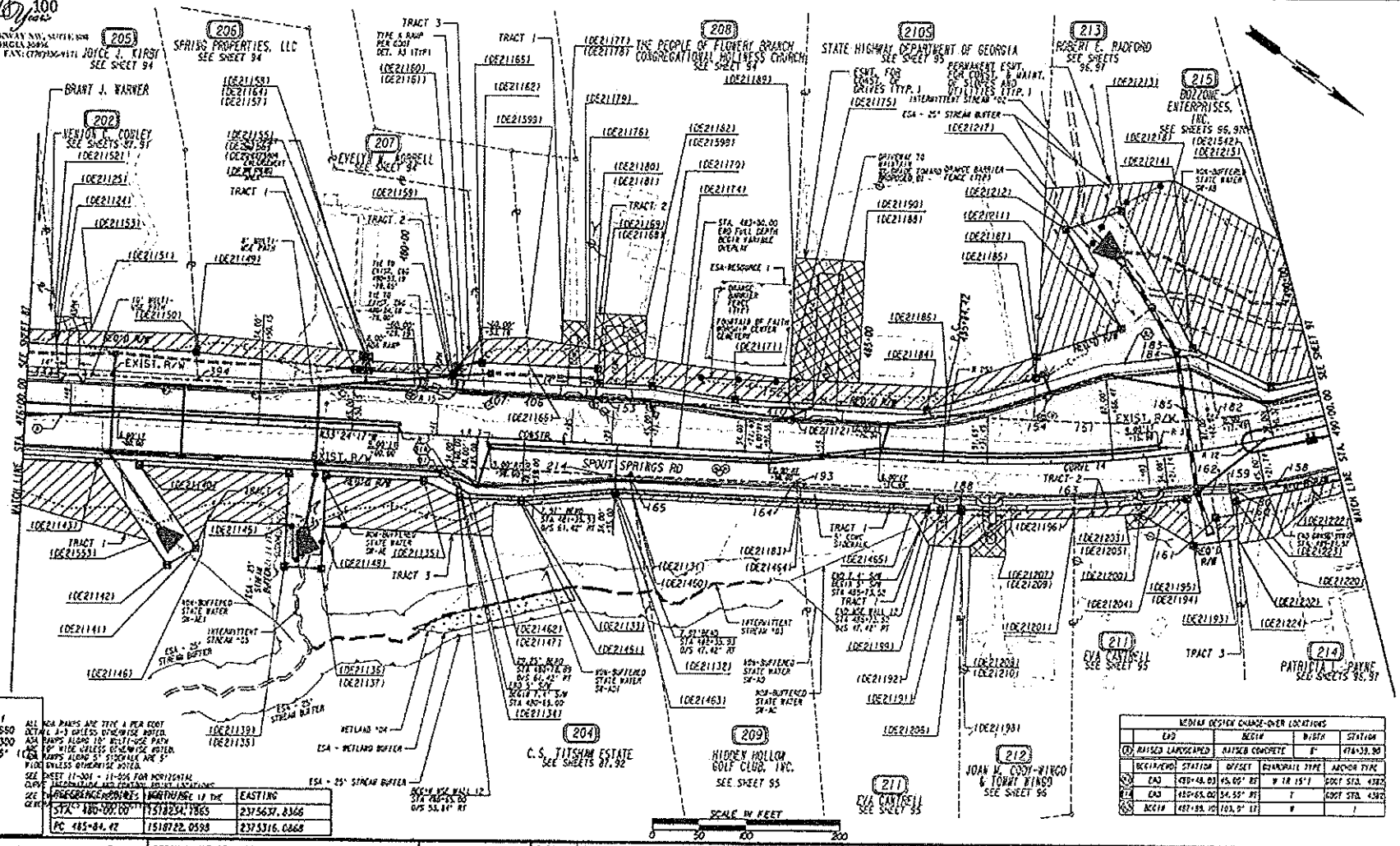
RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMS: 1210
DATE 4/17/15 SH 92 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 93 | 111 |

STV 100 Years

3750 CRESTWOOD PARKWAY NW, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)452-0797 FAX: (770)536-9171




SPOUT SPRINGS RD

Curve# 14
PI Sta= 490+37.71
N= 1519100.4650
E= 2375066.5300
DELTA= 35°52'53.5" (
D= 04°05'33.20"
T= 453.29
L= 876.75
R= 1400.00
E= 71.55
W= 3.40%

ALL AGA RAMPS ARE TYPE A PER FOOT DETAIL A-3 UNLESS OTHERWISE NOTED.
AGA RAMPS ALONG 10' MULTI-USE PATH ARE 10' WIDE UNLESS OTHERWISE NOTED.
AGA RAMPS ALONG 5' SIDEWALK ARE 5' WIDE UNLESS OTHERWISE NOTED.
SEE SHEET 11-001 - 11-006 FOR HORIZONTAL CURVE INFORMATION AND CONTROL POINT LOCATIONS.
SEE [illegible] FOR [illegible]

| REFERENCE POINTS | MONTHLY | EASTING |
|---|---|---|
| STA. 480+00.00 | 1518234.1865 | 2375637.8366 |
| PC 485+84.42 | 1518722.0598 | 2375316.0868 |

| MEDIAN DESIGN CHANGE-OVER LOCATIONS | | | | | |
|---|---|---|---|---|---|
| | END | BEGIN | | WIDTH | STATION |
| (A) | RAISED LANDSCAPED | RAISED CONCRETE | | 8" | 476+39.90 |
| | BEGIN/END | STATION | OFFSET | GUARDRAIL TYPE | ANCHOR TYPE |
| (B) | END | 480+48.03 | 45.00' RT | W TR 15'1 | GDOT STD. 4382 |
| (C) | END | 480+65.00 | 54.50' RT | T | GDOT STD. 4382 |
| (D) | BEGIN | 487+89.10 | 103.0' LT | W | 1 |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 05/16/17 | REMOVED FENCE FROM PARCEL 210. REMOVED DRIVEWAY APRON FROM STATION 487+48 LEFT. | 11/30/18 | REVISED DRIVEWAY AND DRIVEWAY EASEMENT ON PARCEL 210S. |
| 07/15/17 | REVISED LEGEND AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES | | |
| 04/11/18 | REVISED PERMANENT EASEMENT (TRACT 3) ON PARCEL 204. | | |
| 05/09/18 | REMOVED DRIVEWAY APRON FROM PARCEL 209 FRONTAGE. | | |
| 09/24/18 | REVISED PARCEL 210 TO 210S. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1210
DATE 4/17/15 SH 93 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009519 | 94 | 111 |

**205** JOYCE J. KIRBY
SEE SHEET 93

NCSE B/L - PAR 205/210 RCE'D B/A 10/29/15

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 204 | 44.25 | 471+33.31 | Old Spout Springs Road |
| | 100.74 | S 33°44'23.1" E | |
| 203 | 41.30 | 470+84.39 | Old Spout Springs Road |
| | 97.82 | S 56°10'16.7" W | |
| 0220104 | 75.00 | 470+29.49 | Old Spout Springs Road |
| | 130.50 | S 33°15'43.3" W | |
| 0220105 | 75.00 | 471+08.11 | Old Spout Springs Road |
| | 30.50 | S 56°10'16.7" E | |
| 204 | 44.25 | 471+41.31 | Old Spout Springs Road |
| NCSE B/L | 471+34 | SF | |
| R/W B/L | 8.196 | ACRES | |
| REMAINDER | +/- 9.2 | ACRES | |

PCSE - PAR 205/210-1 EXCEPT FOR CONST. & MAINT. OF SLOPES 0220145

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 0220103 | 75.00 | 471+06.11 | Old Spout Springs Road |
| | 130.50 | S 33°15'43.3" E | |
| 0220104 | 75.00 | 470+29.49 | Old Spout Springs Road |
| | 75.00 | S 56°10'16.7" W | |
| 0220105 | 98.00 | 470+54.78 | Old Spout Springs Road |
| | 152.00 | S 33°15'43.3" W | |
| 0220106 | 75.00 | 471+74.38 | Old Spout Springs Road |
| | 75.11 | S 56°10'33.0" E | |
| 0220102 | 75.00 | 471+08.11 | Old Spout Springs Road |
| NCSE EASE. | 7616.96 | SF | |
| R/W EASE. | 0.175 | ACRES | |

DECSE - PAR 205/210-2 W/O 3 SHP. EXCPT. 0220144

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 0220101 | 91.23 | 470+55.38 | Old Spout Springs Road |
| 0220105 | 98.00 | 470+54.78 | Old Spout Springs Road |
| 0220107 | 105.00 | 470+54.18 | Old Spout Springs Road |
| 0220103 | 130.00 | 470+53.38 | Old Spout Springs Road |
| 0220102 | 91.23 | 470+53.38 | Old Spout Springs Road |

**206** SPRING PROPERTIES, LLC
SEE SHEET 93

NCSE B/L - PAR 206/210 RCE'D B/A 10/29/15

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 107 | 46.30 | 470+85.15 | Old Spout Springs Road |
| | 102.76 | S 33°44'23.1" E | |
| 204 | 44.25 | 471+33.31 | Old Spout Springs Road |
| | 97.31 | S 56°10'16.7" W | |
| 0220108 | 75.00 | 471+06.11 | Old Spout Springs Road |
| | 130.50 | S 33°15'43.3" W | |
| 0220109 | 66.00 | 471+62.11 | Old Spout Springs Road |
| | 121.50 | S 56°10'16.7" W | |
| 0220110 | 66.00 | 471+91.71 | Old Spout Springs Road |
| | 6.28 | S 33°15'43.3" W | |
| 0220111 | 66.00 | 472+04.78 | Old Spout Springs Road |
| | 15.00 | S 56°10'16.7" W | |
| 0220112 | 66.00 | 472+19.78 | Old Spout Springs Road |
| | 15.00 | S 33°15'43.3" W | |
| 0220113 | 66.00 | 472+34.78 | Old Spout Springs Road |
| | 30.00 | S 56°10'16.7" W | |
| 0220114 | 66.00 | 472+64.78 | Old Spout Springs Road |
| | 5.00 | S 33°15'43.3" W | |
| 0220115 | 66.00 | 472+69.78 | Old Spout Springs Road |
| | 7.28 | S 56°10'16.7" W | |
| 0220116 | 75.00 | 472+76.38 | Old Spout Springs Road |
| | 25.00 | S 33°15'43.3" W | |
| 0220102 | 80.00 | 472+95.78 | Old Spout Springs Road |
| | 33.00 | S 78°56'43.1" E | |
| 107 | 46.30 | 470+85.15 | Old Spout Springs Road |
| NCSE B/L | 1205.34 | SF | |
| R/W B/L | 0.165 | ACRES | |
| REMAINDER | +/- 2.9 | ACRES | |

PCSE - PAR 206/210-1 EXCEPT FOR CONST. & MAINT. OF SLOPES 0220145

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 0220104 | 66.00 | 470+29.49 | Old Spout Springs Road |
| | 122.50 | S 33°15'43.3" E | |
| 0220109 | 75.00 | 471+06.11 | Old Spout Springs Road |
| | 75.11 | S 56°10'33.0" E | |
| 0220102 | 66.00 | 471+08.11 | Old Spout Springs Road |
| | 130.50 | S 33°15'43.3" W | |
| 0220103 | 66.00 | 471+62.11 | Old Spout Springs Road |
| | 121.50 | S 56°10'16.7" W | |
| 0220105 | 66.00 | 472+19.78 | Old Spout Springs Road |
| | 6.28 | S 33°15'43.3" W | |
| 0220106 | 66.00 | 472+34.78 | Old Spout Springs Road |
| NCSE EASE. | 1205.34 | SF | |
| R/W EASE. | 0.165 | ACRES | |
| TOTAL R/W EASE. | 0.327 | ACRES | |
| TOTAL R/W EASE. | 0.111 | ACRES | |

PCSE - PAR 206/210-2 EXCEPT FOR CONST. & MAINT. OF SLOPES 0220147

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | RT | | |
| 0220103 | 66.00 | 470+85.15 | Old Spout Springs Road |
| | 30.00 | S 33°15'43.3" E | |
| 0220108 | 66.00 | 471+06.11 | Old Spout Springs Road |
| | 121.50 | S 56°10'16.7" W | |
| 0220101 | 75.00 | 471+62.11 | Old Spout Springs Road |
| | 130.50 | S 33°15'43.3" W | |
| 0220102 | 75.00 | 472+76.38 | Old Spout Springs Road |
| | 7.28 | S 56°10'16.7" E | |
| 0220109 | 66.00 | 472+69.78 | Old Spout Springs Road |
| | 5.00 | S 33°15'43.3" W | |
| 0220103 | 66.00 | 472+74.78 | Old Spout Springs Road |
| NCSE EASE. | 540.96 | SF | |
| R/W EASE. | 0.012 | ACRES | |

PCSE - PAR 206/210-3 EXCEPT FOR CONST. & MAINT. OF SLOPES 0220146

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | RT | | |
| 0220102 | 66.00 | 470+85.15 | Old Spout Springs Road |
| | 75.00 | S 33°15'43.3" E | |
| 0220103 | 75.00 | 471+62.11 | Old Spout Springs Road |
| | 121.50 | S 56°10'16.7" W | |
| 0220105 | 105.00 | 472+19.78 | Old Spout Springs Road |
| | 75.00 | S 33°15'43.3" W | |
| 0220106 | 66.00 | 472+94.78 | Old Spout Springs Road |
| | 5.00 | S 56°10'16.7" E | |
| 0220102 | 66.00 | 472+89.78 | Old Spout Springs Road |
| NCSE EASE. | 1205.34 | SF | |
| R/W EASE. | 0.028 | ACRES | |

**207** EVELYN W. SCARBELL
SEE SHEET 93

NCSE B/L - PAR 207/210 RCE'D B/A 10/29/15

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 106 | 46.30 | 471+33.31 | Old Spout Springs Road |
| | 97.84 | S 33°44'23.1" E | |
| 107 | 46.30 | 470+85.15 | Old Spout Springs Road |
| | 33.69 | S 56°10'16.7" W | |
| 0220102 | 66.00 | 470+29.49 | Old Spout Springs Road |
| | 30.50 | S 33°15'43.3" W | |
| 0220103 | 66.00 | 470+54.78 | Old Spout Springs Road |
| | 6.28 | S 56°10'16.7" W | |
| 106 | 46.30 | 471+06.11 | Old Spout Springs Road |
| NCSE B/L | 1205.34 | SF | |
| R/W B/L | 0.028 | ACRES | |
| REMAINDER | +/- 0.6 | ACRES | |

PCSE - PAR 207/210 EXCEPT FOR CONST. & MAINT. OF SLOPES 0220148

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 0220104 | 80.00 | 471+33.31 | Old Spout Springs Road |
| | 97.84 | S 33°44'23.1" E | |
| 0220102 | 80.00 | 470+85.15 | Old Spout Springs Road |
| | 33.31 | S 56°10'16.7" W | |
| 0220105 | 105.00 | 470+54.78 | Old Spout Springs Road |
| | 43.84 | S 33°15'43.3" W | |
| 0220106 | 110.00 | 471+01.81 | Old Spout Springs Road |
| | 30.26 | S 56°10'16.7" E | |
| 0220104 | 80.00 | 470+84.78 | Old Spout Springs Road |
| NCSE EASE. | 1205.34 | SF | |
| R/W EASE. | 0.028 | ACRES | |

**208** THE PEOPLE OF FLOWERY BRANCH CONGREGATIONAL HOLINESS CHURCH
SEE SHEET 93

NCSE B/L - PAR 208/210 RCE'D B/A 10/29/15

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 110 | 46.33 | 471+33.31 | Old Spout Springs Road |
| | 100.80 | S 33°44'23.1" E | |
| 153 | 41.30 | 470+84.39 | Old Spout Springs Road |
| | 82.25 | S 33°44'23.1" E | |
| 106 | 46.30 | 471+06.11 | Old Spout Springs Road |
| | 33.84 | S 56°10'16.7" W | |
| 0220106 | 66.00 | 470+29.49 | Old Spout Springs Road |
| | 14.22 | S 33°15'43.3" W | |
| 0220108 | 80.00 | 470+54.78 | Old Spout Springs Road |
| | 5.05 | S 56°10'16.7" W | |
| 0220109 | 66.00 | 470+59.83 | Old Spout Springs Road |
| | 96.06 | S 33°15'43.3" W | |
| 0220110 | 66.00 | 471+56.09 | Old Spout Springs Road |
| | 30.55 | S 56°10'16.7" W | |
| 0220111 | 66.00 | 471+86.26 | Old Spout Springs Road |
| | 15.19 | S 33°15'43.3" W | |
| 0220112 | 66.00 | 471+94.15 | Old Spout Springs Road |
| | 8.41 | S 56°10'16.7" W | |
| 110 | 46.33 | 471+33.31 | Old Spout Springs Road |
| NCSE B/L | 1205.34 | SF | |
| R/W B/L | 0.028 | ACRES | |
| REMAINDER | +/- 2.0 | ACRES | |

PCSE - PAR 208/210-1 EXCEPT FOR CONST. & MAINT. OF SLOPES 0220150

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| | LT | | |
| 0220102 | 55.00 | 471+25.15 | Old Spout Springs Road |
| | 55.15 | S 33°15'43.3" E | |
| 0220101 | 55.00 | 470+84.88 | Old Spout Springs Road |
| | 90.55 | S 56°10'16.7" E | |
| 0220105 | 66.00 | 470+74.88 | Old Spout Springs Road |
| | 60.66 | S 33°15'43.3" E | |
| 0220103 | 66.00 | 470+91.66 | Old Spout Springs Road |
| | 15.00 | S 56°10'16.7" E | |
| 0220104 | 80.00 | 470+84.78 | Old Spout Springs Road |
| | 14.22 | S 33°15'43.3" E | |
| 0220106 | 80.00 | 470+74.78 | Old Spout Springs Road |
| | 30.26 | S 56°10'16.7" E | |
| 0220106 | 105.00 | 470+54.78 | Old Spout Springs Road |
| | 43.84 | S 33°15'43.3" W | |
| 0220107 | 110.00 | 471+01.81 | Old Spout Springs Road |
| | 33.69 | S 56°10'16.7" E | |
| 0220105 | 80.00 | 471+25.15 | Old Spout Springs Road |
| NCSE EASE. | 1205.34 | SF | |
| R/W EASE. | 0.028 | ACRES | |

DECSE - PAR 208/210-1 W/O 3 SHP. EXCPT. 0220151

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 0220105 | 91.23 | 471+55.38 | Old Spout Springs Road |
| 0220101 | 105.34 | 471+55.38 | Old Spout Springs Road |
| 0220104 | 130.00 | 471+55.38 | Old Spout Springs Road |
| 0220106 | 105.34 | 471+55.38 | Old Spout Springs Road |
| 0220105 | 91.23 | 471+55.38 | Old Spout Springs Road |

DECSE - PAR 208/210-2 W/O 3 SHP. EXCPT. 0220149

| PNT | OFFSET | STATION | ALIGNMENT |
|---|---|---|---|
| 0220105 | 91.23 | 471+55.38 | Old Spout Springs Road |
| 0220101 | 105.34 | 471+55.38 | Old Spout Springs Road |
| 0220104 | 130.00 | 471+55.38 | Old Spout Springs Road |
| 0220106 | 105.34 | 471+55.38 | Old Spout Springs Road |
| 0220105 | 91.23 | 471+55.38 | Old Spout Springs Road |

STV 100 years

3769 CRESTWOOD PARKWAY NE, SUITE 300
DULUTH, GEORGIA 30096
PHONE: (770)453-0797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009519
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 94 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 95 | 111 |

## 209 HIDDEN HOLLOW GOLF CLUB, INC.
SEE SHEET 93

REQD R/W - PAR 209/SV13 REQ'D R/W DE20455

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 165 | 32.47 R<br>175.44 | 492+45.61<br>S 33°44'54.1" W | C/L Spout Springs Road |
| 164 | 31.41 R<br>2.94 | 494+25.54<br>S 33°44'54.1" W | C/L Spout Springs Road |
| 163 | 31.40 R<br>20.79 | 494+27.98<br>S 42°55'19.2" E | C/L Spout Springs Road |
| DE21193 | 52.00 R<br>176.55 | 494+33.75<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DE21191 | 52.00 R<br>19.92 | 492+53.69<br>S 44°29'55.3" W | C/L Spout Springs Road |
| 165 | 32.47 R | 492+45.6 | C/L Spout Springs Road |

REQD R/W = 3567.22 SF
REQD R/W = 0.082 ACRES
REMAINDER = +/- 7.5 ACRES

PESAT - PAR 209/SV13 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20458 & UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21191 | 52.00 R<br>176.55 | 492+53.69<br>S 33°24'16.7" W | C/L Spout Springs Road |
| DE21193 | 52.00 R<br>5.24 | 494+33.75<br>S 42°55'19.2" E | C/L Spout Springs Road |
| DE21194 | 52.00 R<br>176.54 | 494+34.42<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DE21192 | 52.00 R<br>5.11 | 492+54.07<br>S 44°29'55.3" W | C/L Spout Springs Road |
| DE21191 | 52.00 R | 492+53.8 | C/L Spout Springs Road |

REQD EXCHT = 883.72 SF
REQD EXCHT = 0.020 ACRES

## 210S STATE HIGHWAY DEPARTMENT OF GEORGIA
SEE SHEET 93

REQD R/W - PAR 210S/SH42 REQ'D R/W DE20456

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 154 | 46.41 L<br>255.05 | 496+25.27<br>S 33°44'54.1" E | C/L Spout Springs Road |
| 152 | 46.58 L<br>8.71 | 494+25.87<br>S 33°44'54.1" E | C/L Spout Springs Road |
| 170 | 42.53 L<br>6.47 | 494+15.17<br>S 56°45'19.3" W | C/L Spout Springs Road |
| DE21172 | 55.50 L<br>175.81 | 494+15.19<br>S 33°24'16.7" W | C/L Spout Springs Road |
| DE21184 | 55.50 L<br>121.01 | 494+15.00<br>S 52°55'18.5" W | C/L Spout Springs Road |
| DE21185 | 50.50 L<br>45.32 | 494+65.00<br>S 56°45'15.5" E | C/L Spout Springs Road |
| 154 | 46.41 L | 496+32.3 | C/L Spout Springs Road |

REQD R/W = 3801.34 SF
REQD R/W = 0.087 ACRES
REMAINDER = +/- 3.0 ACRES

PESAT - PAR 210S/SH42 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20457 AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21195 | 50.50 L<br>120.01 | 496+65.00<br>S 52°55'18.5" E | C/L Spout Springs Road |
| DE21194 | 55.50 L<br>145.01 | 496+65.05<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DE21172 | 55.50 L<br>25.00 | 494+15.19<br>S 56°45'15.5" W | C/L Spout Springs Road |
| DE21175 | 50.50 L<br>158.16 | 494+15.25<br>S 33°24'16.7" W | C/L Spout Springs Road |
| DE21186 | 50.50 L<br>120.23 | 496+40.42<br>S 55°31'27.6" W | C/L Spout Springs Road |
| DE21187 | 115.50 L<br>23.07 | 496+41.75<br>S 56°45'15.5" E | C/L Spout Springs Road |
| DE21185 | 50.50 L | 496+65.8 | C/L Spout Springs Road |

REQD EXCHT = 5711.25 SF
REQD EXCHT = 0.140 ACRES

DESAT - PAR 210S/SH42 REQ'D DRN. EXCH'T. DE20458

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21188 | 50.50 L | 494+52.00 | C/L Spout Springs Road |
| DE21175 | 50.50 L | 494+15.25 | C/L Spout Springs Road |
| DE21189 | 210.50 L | 494+15.65 | C/L Spout Springs Road |
| DE21190 | 210.50 L | 494+52.05 | C/L Spout Springs Road |
| DE21188 | 50.50 L | 494+52.00 | C/L Spout Springs Road |

## 211 EVA CANTRELL
SEE SHEET 93

REQD R/W - PAR 211/SV11-TRACT 1 REQ'D R/W DE20459

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 193 | 31.40 R<br>177.56 | 494+27.98<br>S 33°44'54.1" W | C/L Spout Springs Road |
| 192 | 30.40 R<br>21.52 | 496+55.69<br>S 54°08'33.1" E | C/L Spout Springs Road |
| DE21191 | 52.00 R | 496+55.68 | C/L Spout Springs Road |

ARC LENGTH = 72.65
CHORD BEAR = S 33°50'22.8" E
LATH CHORD = 22.65
RADIUS = 1450.00
DEGREE = 3°56'45.6"

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21192 | 52.00 R<br>153.67 | 495+84.42<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DE21193 | 52.00 R<br>23.73 | 494+33.75<br>S 42°55'19.2" W | C/L Spout Springs Road |
| 193 | 31.40 R | 494+28.0 | C/L Spout Springs Road |

REQD R/W = 3133.71 SF
REQD R/W = 0.072 ACRES
TOTAL REQD R/W = 6196.12 SF
TOTAL REQD R/W = 0.142 ACRES
REMAINDER = +/- 6.8 ACRES

REQD R/W - PAR 211/SV11-TRACT 2 REQ'D R/W DE20460

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 193 | 36.71 R | 497+23.71 | C/L Spout Springs Road |

ARC LENGTH = 145.59
CHORD BEAR = S 32°41'11.5" W
LATH CHORD = 146.49
RADIUS = 2040.00
DEGREE = 5°30'33.2"

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 192 | 47.50 R<br>25.53 | 496+65.38<br>S 43°44'53.8" E | C/L Spout Springs Road |
| 191 | 74.02 R<br>25.98 | 496+66.18<br>S 43°03'12.1" E | C/L Spout Springs Road |
| DE21193 | 100.00 R<br>23.05 | 496+66.18<br>S 44°29'38.1" E | C/L Spout Springs Road |
| DE21194 | 100.00 R<br>53.00 | 496+62.03<br>S 43°08'38.1" E | C/L Spout Springs Road |
| DE21195 | 50.00 R | 496+62.03 | C/L Spout Springs Road |

ARC LENGTH = 121.74
CHORD BEAR = S 41°22'08.5" E
LATH CHORD = 121.71
RADIUS = 1450.00
DEGREE = 3°57'05.2"

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21196 | 50.00 R<br>13.52 | 497+22.54<br>S 54°27'42.3" W | C/L Spout Springs Road |
| 193 | 36.71 R | 497+23.7 | C/L Spout Springs Road |

REQD R/W = 2462.25 SF
REQD R/W = 0.057 ACRES

PESAT - PAR 211/SV11-TRACT 1 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20461 & UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21193 | 52.00 R<br>153.67 | 494+33.75<br>S 33°24'16.7" W | C/L Spout Springs Road |
| DE21192 | 52.00 R | 495+84.42 | C/L Spout Springs Road |

ARC LENGTH = 72.65
CHORD BEAR = S 33°50'22.8" W
LATH CHORD = 22.65
RADIUS = 1450.00
DEGREE = 3°56'45.6"

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21191 | 52.00 R<br>20.00 | 495+55.68<br>S 54°08'33.1" E | C/L Spout Springs Road |
| DE21198 | 50.00 R<br>24.19 | 496+55.67<br>S 33°47'15.5" E | C/L Spout Springs Road |
| DE21199 | 50.00 R<br>23.73 | 496+74.03<br>S 24°29'11.3" W | C/L Spout Springs Road |
| DE21465 | 57.00 R<br>121.74 | 496+53.75<br>S 33°24'16.7" E | C/L Spout Springs Road |
| DE21464 | 57.00 R<br>5.64 | 494+31.42<br>S 43°37'13.2" W | C/L Spout Springs Road |
| DE21193 | 52.00 R | 494+33.7 | C/L Spout Springs Road |

REQD EXCHT = 7271.50 SF
REQD EXCHT = 0.050 ACRES
TOTAL REQD EXCHT = 5237.46 SF
TOTAL REQD EXCHT = 0.120 ACRES

PESAT - PAR 211/SV11-TRACT 2 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20462 AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21195 | 50.00 R | 497+22.54 | C/L Spout Springs Road |

ARC LENGTH = 121.74
CHORD BEAR = S 41°22'08.5" W
LATH CHORD = 121.71
RADIUS = 1450.00
DEGREE = 3°57'05.2"

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21195 | 50.00 R<br>50.09 | 496+42.03<br>S 46°08'38.1" E | C/L Spout Springs Road |
| DE21194 | 100.00 R<br>65.78 | 496+42.03<br>S 43°43'38.1" E | C/L Spout Springs Road |
| DE21200 | 60.00 R<br>23.53 | 497+92.03<br>S 42°25'23.0" E | C/L Spout Springs Road |
| DE21201 | 50.00 R<br>18.78 | 497+22.19<br>S 54°27'42.3" W | C/L Spout Springs Road |
| DE21196 | 50.00 R | 497+22.9 | C/L Spout Springs Road |

REQD EXCHT = 2274.11 SF
REQD EXCHT = 0.051 ACRES

PESAT - PAR 211/SV11-TRACT 3 EXCH'T FOR CONST. & MAINT. OF SLOPES DE20463 AND UTILITIES

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 191 | 74.02 R<br>20.20 | 496+65.18<br>S 46°18'38.7" W | C/L Spout Springs Road |
| 190 | 73.69 R<br>25.16 | 496+65.18<br>S 43°42'23.3" W | C/L Spout Springs Road |
| 189 | 73.57 R | 496+84.94 | C/L Spout Springs Road |

ARC LENGTH = 6.11
CHORD BEAR = S 43°05'43.5" W
LATH CHORD = 6.11
RADIUS = 1040.00
DEGREE = 5°30'33.2"

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 89 | 48.32 R<br>54.58 | 496+92.83<br>S 50°47'01.3" E | C/L Spout Springs Road |
| DE21202 | 100.00 R<br>23.38 | 496+85.29<br>S 45°19'38.2" E | C/L Spout Springs Road |
| DE21193 | 100.00 R<br>25.38 | 496+66.18<br>S 45°13'12.6" W | C/L Spout Springs Road |
| 191 | 74.02 R | 496+66.2 | C/L Spout Springs Road |

REQD EXCHT = 681.85 SF
REQD EXCHT = 0.016 ACRES

DESAT - PAR 211/SV11 REQ'D DRN. EXCH'T. DE20464

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE21203 | 53.71 R | 497+75.03 | C/L Spout Springs Road |
| DE21200 | 60.00 R | 497+92.03 | C/L Spout Springs Road |
| DE21204 | 75.00 R | 497+95.25 | C/L Spout Springs Road |
| DE21205 | 75.00 R | 497+75.03 | C/L Spout Springs Road |
| DE21203 | 53.71 R | 497+75.03 | C/L Spout Springs Road |

STV 100 Years

3760 CRENTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)453-0797 FAX: (770)936-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 07/19/17 | REVISED PERM. EASEMENT DESCRIPTION TO INCLUDE UTILITIES | | |
| 09/24/18 | REVISED PARCEL 210 TO 210S. | | |
| 11/30/18 | REVISED DRIVEWAY EASEMENT ON PARCEL 210S. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 95 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0006679 | 96 | 111 |

**212** JOAN M. CODY-WINGO & TOMMY WINGO
SEE SHEET 93

**213** ROBERT E. RADFORD
SEE SHEETS 93, 97

**214** PATRICIA L. PAYNE
SEE SHEETS 93, 97

**215** BOZZONE ENTERPRISES, INC.
SEE SHEETS 93, 97

STV 100 Years

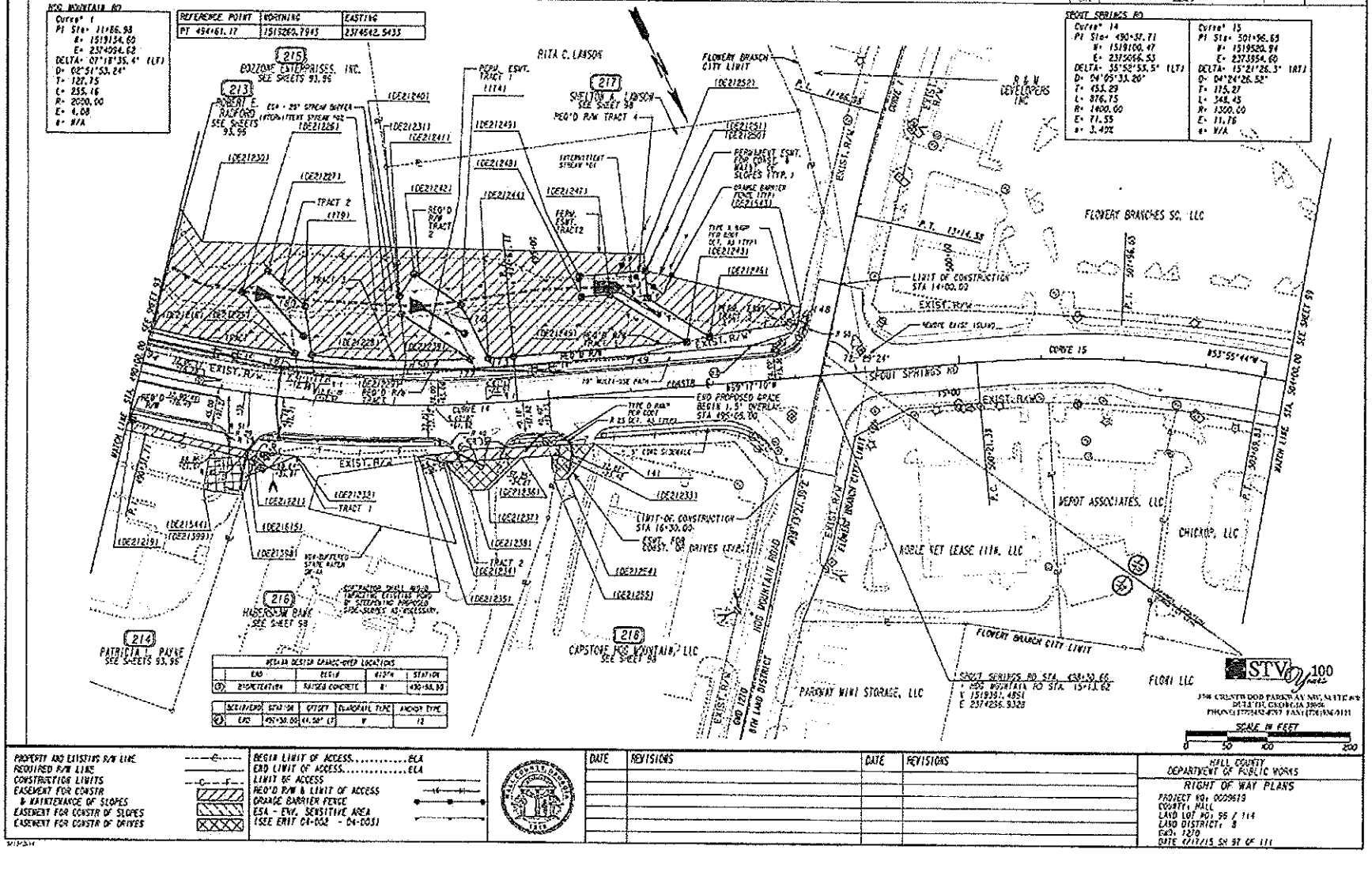
3784 CRESTWOOD PARKWAY NW, SUITE 450
DULUTH, GEORGIA 30096
PHONE: (770)453-0797 FAX: (770)564-9131

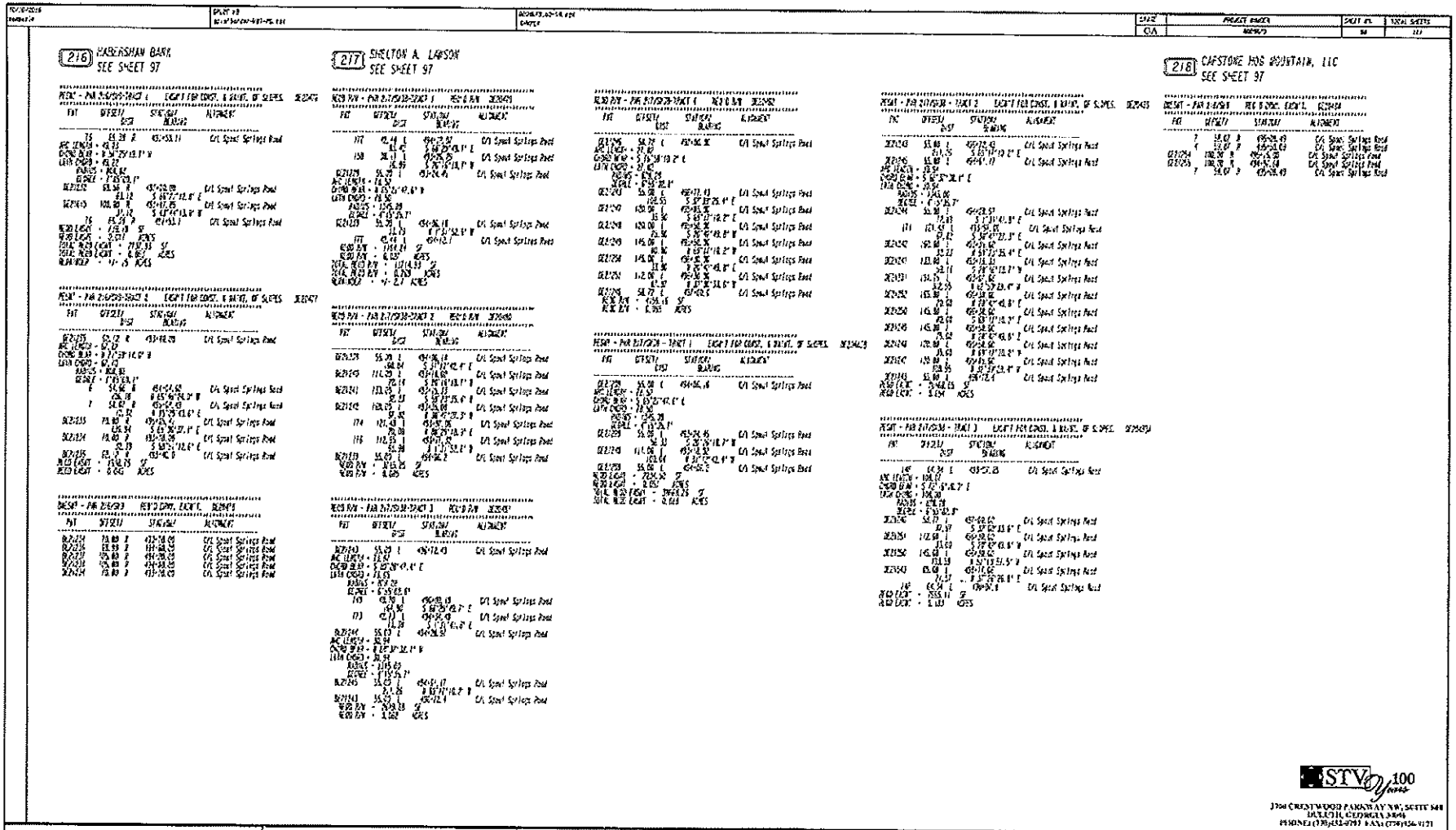
| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0006679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE: 4/17/15 SH 96 OF 111


HOG MOUNTAIN RD
Curve 1
PI Sta= 11+86.98
N= 1519134.60
E= 2374094.62
DELTA= 07°18'35.4" (LT)
D= 02°51'53.24"
T= 122.75
L= 255.16
R= 2000.00
E= 4.08
e= N/A
REFERENCE POINT | NORTHING | EASTING
PT 494+61.17 | 1515260.7945 | 2374542.5435
215
COZZONE ENTERPRISES, INC.
SEE SHEETS 93, 96
213
ROBERT E. RADFORD
SEE SHEETS 93, 96
214
PATRICIA L. PAYNE
SEE SHEETS 93, 96
216
HUDGINS BANK
SEE SHEET 98
217
SHELTON A. LAWSON
SEE SHEET 98
218
CAPSTONE HOG MOUNTAIN, LLC
SEE SHEET 98
RITA C. LAWSON
FLOWERY BRANCH CITY LIMIT
R & W DEVELOPERS INC
FLOWERY BRANCHES SC, LLC
PERKOP ASSOCIATES, LLC
CHIEKOP, LLC
NOBLE NET LEASE 1116, LLC
PARKWAY MINI STORAGE, LLC
FLOWERY BRANCH CITY LIMIT
FLOWERY BRANCH LLC
HOG MOUNTAIN ROAD
SPOUT SPRINGS RD
SPOUT SPRINGS RD
Curve 14
PI Sta= 490+37.71
N= 1519100.47
E= 2375056.53
DELTA= 35°59'53.5" (LT)
D= 04°05'33.20"
T= 453.29
L= 876.75
R= 1400.00
E= 71.55
e= 3.49%
Curve 15
PI Sta= 501+96.65
N= 1519520.94
E= 2373954.60
DELTA= 15°21'28.3" (RT)
D= 04°24'26.52"
T= 175.27
L= 348.45
R= 1300.00
E= 11.76
e= N/A
MATCH LINE STA. 490+00.00 SEE SHEET 93
MATCH LINE STA. 504+00.00 SEE SHEET 99
EXIST. R/W
LIMIT OF CONSTRUCTION STA 14+00.00
LIMIT OF CONSTRUCTION STA 16+30.00
ESD PROPOSED GRADE BEGIN 1.5' OVERLAY STA 495+55.00
TRACT 1
TRACT 2
REQ'D R/W TRACT 1
REQ'D R/W TRACT 2
REQ'D R/W TRACT 3
REQ'D R/W TRACT 4
PERM. ESMT. TRACT 1
PERM. ESMT. TRACT 2
PERMANENT ESMT. FOR COST. WALLS SLOPES TYP.
ORANGE BARRIER FENCE (TYP.)
INTERMITTENT STREAM #01
INTERMITTENT STREAM #02
ESA - 25' STREAM BUFFER
10' MULTI-USE PATH
5' CONC. SIDEWALK
NON-DEPICTED STATE WATER
WETLAND BOUNDARY
SEE SHEET 98 FOR ADDITIONAL EROSION CONTROL MEASURES AS NECESSARY
RETAIN BESTER GRADED-TYPE LOCATIONS
END | BEGIN | WIDTH | STATION
DISCONTINUATION | RAISED CONCRETE | 8' | 490+88.99
SIDE/END | STATION | OFFSET | OVERFILL TYPE | ANCHOR TYPE
LT. | 491+30.00 | 44.58' LT. | V | 12
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINES
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT 04-002 - 04-005)
DATE | REVISIONS | DATE | REVISIONS
HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY PLANS
PROJECT NO. 0009619
COUNTY: HALL
LAND LOT NO: 95 / 114
LAND DISTRICT: 8
FAP#: 7279
DATE 4/17/15 SH 97 OF 111
STV
SCALE IN FEET
0 50 100 200




STV 100 Years

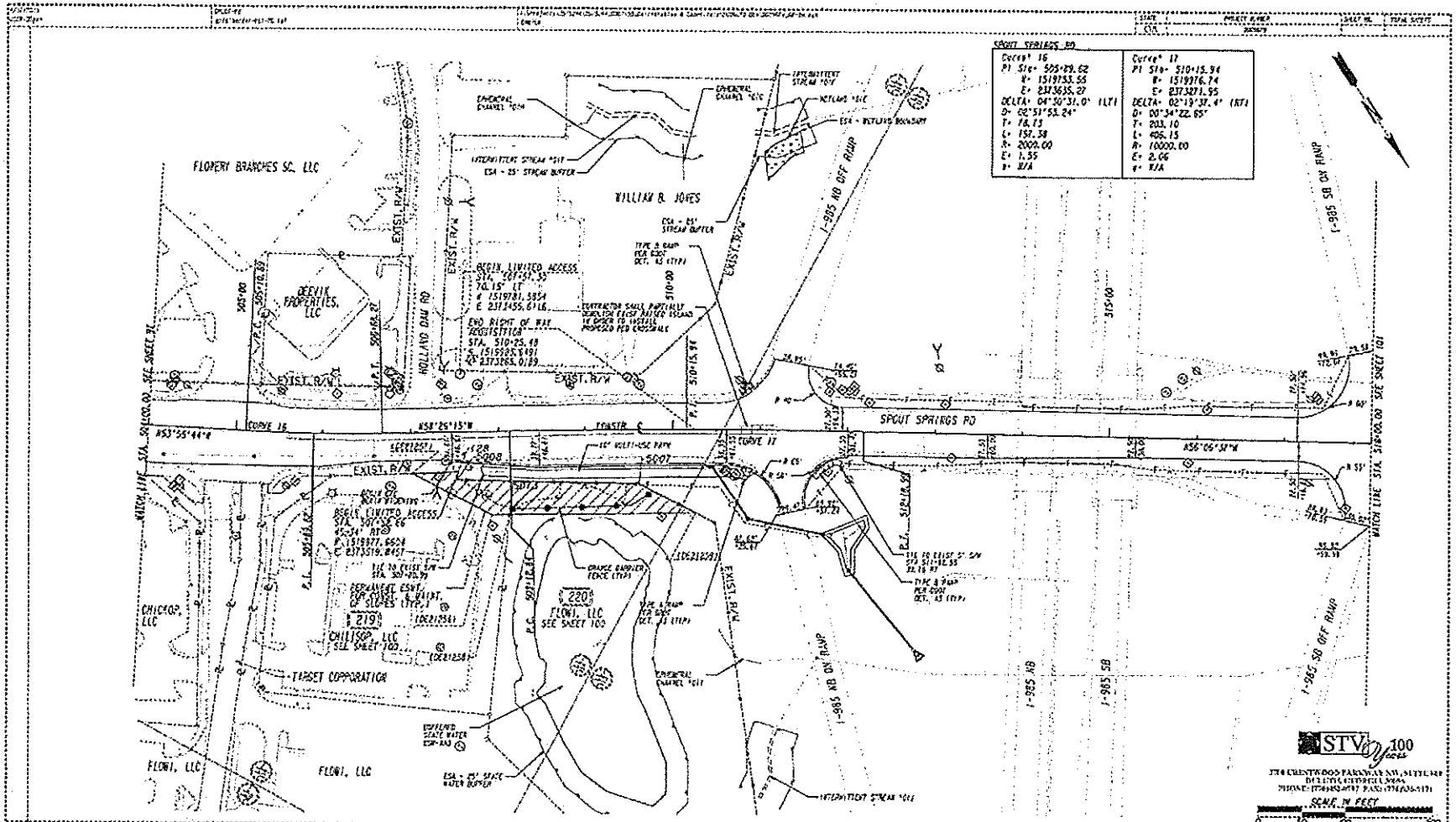
3200 CROSSWOOD PARKWAY NW, SUITE 540
DULUTH, GEORGIA 30096
PHONE: (770) 623-0797 FAX: (770) 936-9121

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009575
COUNTY: HALL
LAND LOT NO: 95 / 114
LAND DISTRICT: 8
GMS: 1270
DATE 4/17/15 SH 58 OF 111




PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

DEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
GRAPSE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT 04-052 - 04-0031)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY PLANS
PROJECT NO: 0009619
COUNTY: HALL
LAND LOT NO: 115 / 114 / 95
LAND DISTRICT: 8
CWD: N/A
DATE 4/17/15 SH 99 OF 111

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | | GA. | 0009679 | 100 | 111 |

**219** CHILLSOP, LLC
SEE SHEET 59

| PROP. - PAR. DESCRIPTION | EXCEPT FOR ROADS, & WATER, OF SCALES | DEED REC. |
|---|---|---|

| ITEM | OFFSETS (FEET) | STATIONS (FEET) | REMARKS |
|---|---|---|---|
| DEED 2259 | 46.27 R<br>54.44 | 567+03.30<br>L 27.93 FROM 8L 4° E | C/L Spout Springs Road |
| 159 | 45.30 R<br>5.59 | 567+57.84<br>R 47.47 FROM 8L 5° E | C/L Spout Springs Road |
| 5703 | 54.77 R<br>64.86 | 567+61.74<br>L 49.47 FROM 8L 5° E | C/L Spout Springs Road |
| 5573 | 59.47 R<br>68.37 | 568+16.59<br>R 28.78 FROM 8L 3° E | C/L Spout Springs Road |
| DEED 1958 | 95.25 R<br>99.53 | 569+13.51<br>L 52.54 FROM 8L 4° E | C/L Spout Springs Road |
| DEED 1956 | 95.67 R<br>100.37 | 569+49.38<br>L 87.55 FROM 8L 9° E | C/L Spout Springs Road |
| DEED 1952 | 46.27 R | 567+03.30 | C/L Spout Springs Road |

AVG. TRACT = 2745.71 SF
AVG. TRACT = 0.063 ACRES
AVG. AREA = +/- 1.6 ACRES

**220** FLOWI, LLC
SEE SHEET 59

| PROP. - PAR. DESCRIPTION | EXCEPT FOR ROADS, & WATER, OF SCALES | DEED REC. |
|---|---|---|

| ITEM | OFFSETS (FEET) | STATIONS (FEET) | REMARKS |
|---|---|---|---|
| 5703 | 59.77 R<br>140.83 | 569+15.12<br>R 59.76 FROM 8L 5° W | C/L Spout Springs Road |
| 5707 | 61.66 R<br>71.16 | 569+51.32<br>R 89.42 FROM 8L 8° W | C/L Spout Springs Road |
| DEED 2259 | 95.80 R<br>212.54 | 569+25.43<br>L 57.55 FROM 8L 6° E | C/L Spout Springs Road |
| DEED 1958 | 95.52 R<br>98.31 | 569+19.51<br>L 87.97 FROM 8L 9° W | C/L Spout Springs Road |
| 5573 | 59.77 R | 569+15.12 | C/L Spout Springs Road |

AVG. TRACT = 5803.85 SF
AVG. TRACT = 0.176 ACRES
AVG. AREA = +/- 2.4 ACRES

STV 100 Years

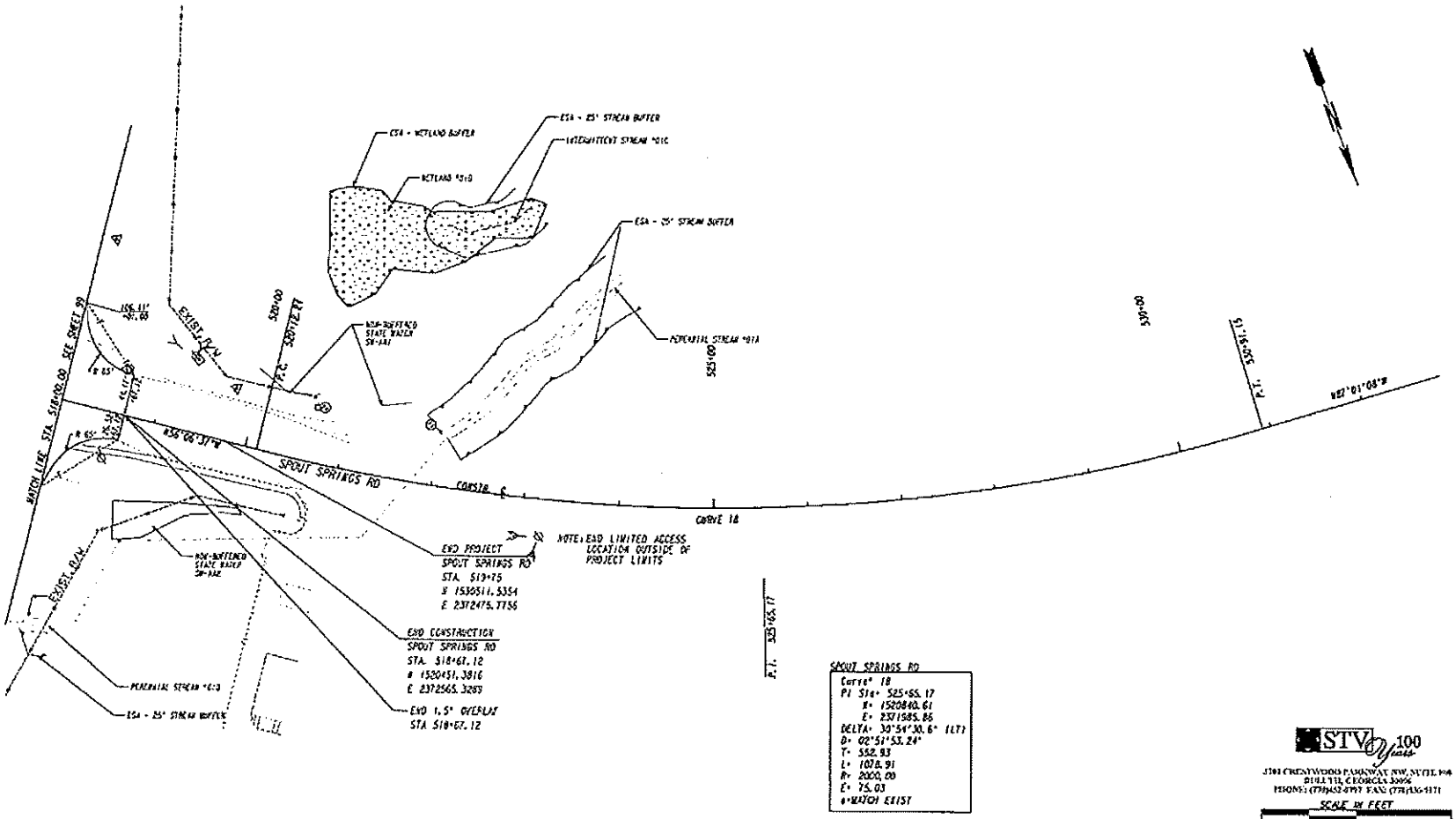
3200 CHEMWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)623-0797 FAX: (770)936-9579

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: 113 / 114 / 95
LAND DISTRICT: 8
GMD: N/A
DATE 4/17/15 SH 100 OF 111




| | |
|---|---|
| PROPERTY AND EXISTING R/W LINE | -----P----- |
| REQUIRED R/W LINE | |
| CONSTRUCTION LIMITS | ---C---F--- |
| EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES | |
| EASEMENT FOR CONSTR OF SLOPES | |
| EASEMENT FOR CONSTR OF DRIVES | |

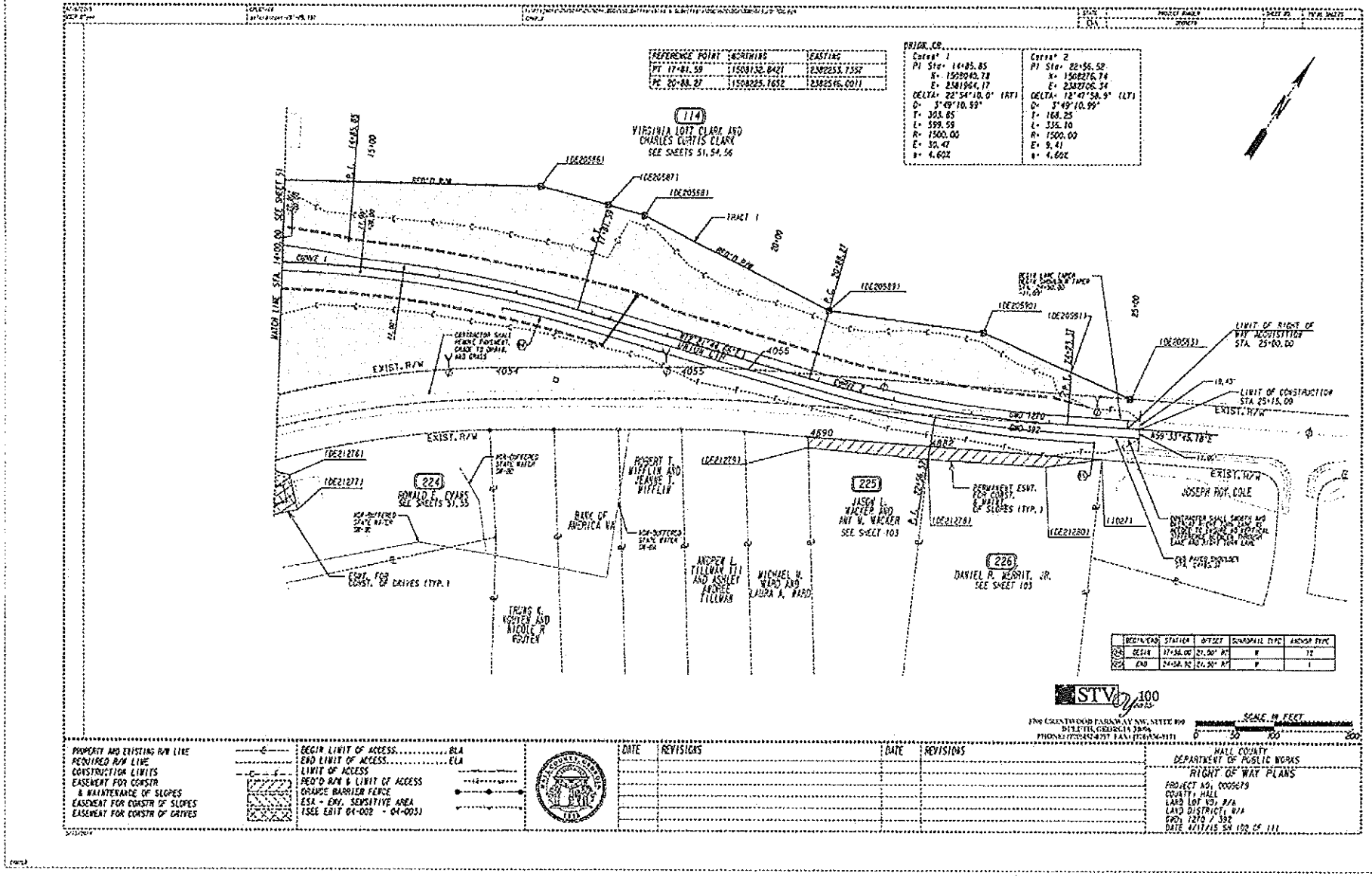
| | |
|---|---|
| BEGIN LIMIT OF ACCESS | BLA |
| END LIMIT OF ACCESS | ELA |
| LIMIT OF ACCESS | |
| REQ'D R/W & LIMIT OF ACCESS | |
| ORANGE BARRIER FENCE | |
| ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003) | |

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: WALL
LAND LOT NO: 313
LAND DISTRICT: 8
GMD: N/A
DATE 4/17/15 SH 101 OF 111


REFERENCE POINT | NORTHING | EASTING
PT 17+81.59 | 1509130.8421 | 2382253.7357
PC 20+86.27 | 1508825.1652 | 2382546.0011
PRIOR CB
Curve 1
PI Sta= 14+85.85
N= 1509043.78
E= 2381964.17
DELTA= 22°54'10.0" (RT)
D= 3°49'10.99"
T= 303.85
L= 599.59
R= 1500.00
E= 30.47
e= 4.60%
Curve 2
PI Sta= 22+56.52
N= 1508276.74
E= 2382706.34
DELTA= 12°47'58.9" (LT)
D= 3°49'10.99"
T= 168.25
L= 335.10
R= 1500.00
E= 9.41
e= 4.60%
114
VIRGINIA LOTT CLARK AND CHARLES CURTIS CLARK
SEE SHEETS 51, 54, 56
(DE20586)
(DE20587)
(DE20588)
TRACT 1
RESID R/W
(DE20589)
(DE20590)
(DE20591)
(DE20593)
LIMIT OF RIGHT OF WAY ACQUISITION STA 25+60.00
LIMIT OF CONSTRUCTION STA 25+15.00
EXIST. R/W
WATER LINE STA 14+00.00 SEE SHEET 51
CURVE 1
CURVE 2
EXIST. R/W
UNION CITY
CONSTRUCTION SLOPE REMOVE PAVEMENT, CHUCK TO SPARK AND GRADE
4054
4055
4056
4057
4058
4059
4060
4061
4062
4063
4064
4065
4066
4067
4068
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4084
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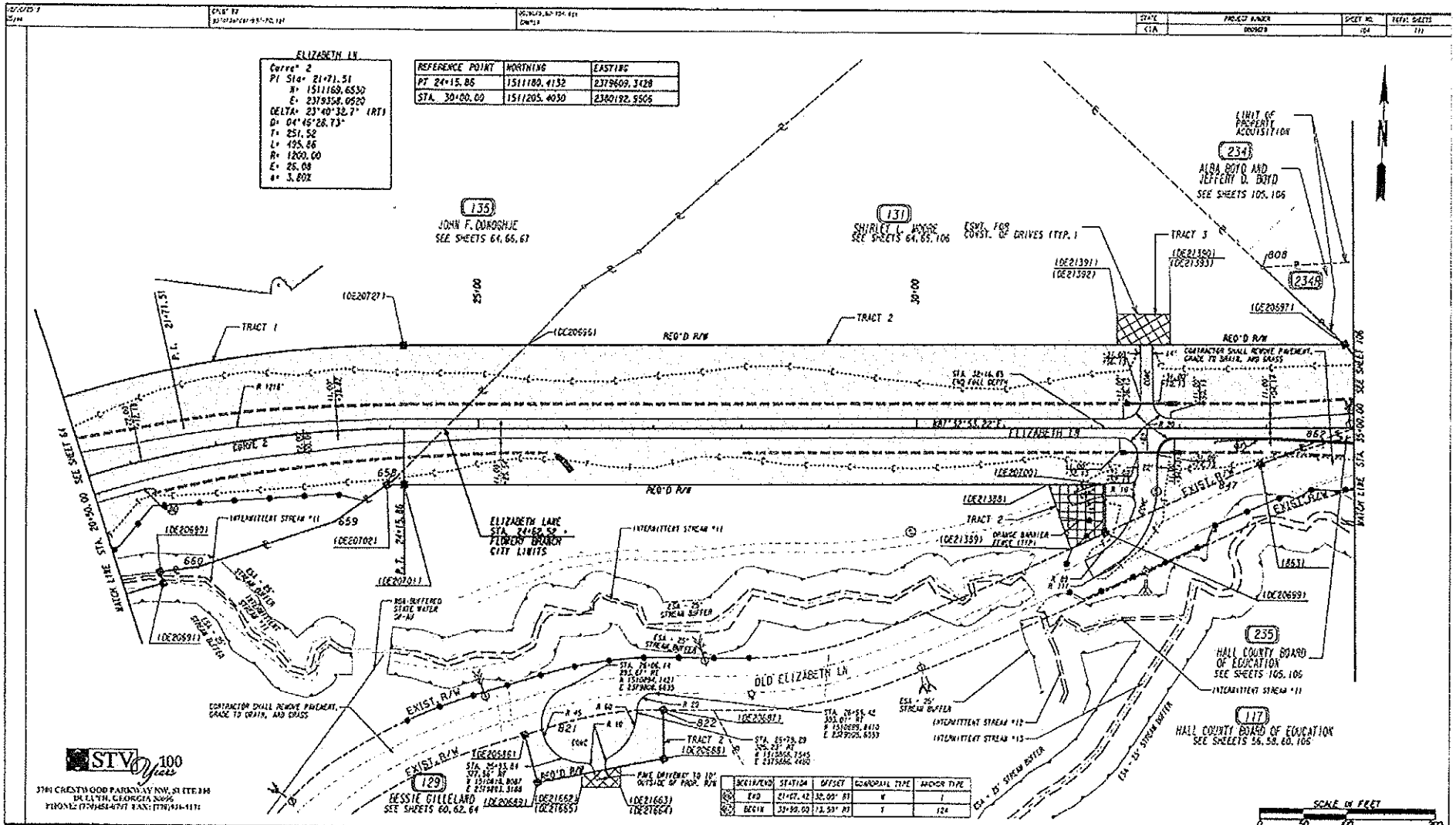
4086
4087
4088
4089
4090
4091
4092
4093

| | | | | | |
|---|---|---|---|---|---|
| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| | | | GA | 0009679 | 103 | 111 |

(225) JASON L. WACKER AND AMY W. WACKER
SEE SHEET 102

(226) DANIEL R. MERRITT, JR.
SEE SHEET 102

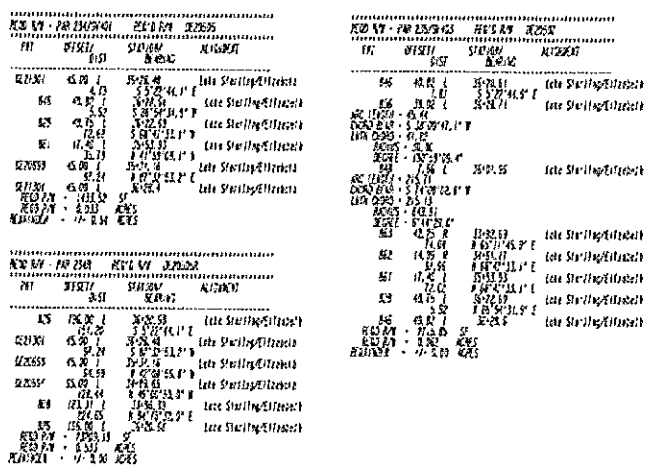
| | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |


ELIZABETH LN
Curve# 2
PI Sta= 21+71.51
N= 1511169.6530
E= 2379358.0520
DELTA= 23°40'32.7" (RT)
D= 04°46'28.73"
T= 251.52
L= 495.86
R= 1200.00
E= 26.08
a= 3.80%
REFERENCE POINT | NORTHING | EASTING
PT 24+15.86 | 1511180.4132 | 2379609.3428
STA. 30+00.00 | 1511205.4030 | 2380192.9506
135
JOHN F. DONOGHUE
SEE SHEETS 64, 66, 67
131
SHIRLEY L. MOORE
SEE SHEETS 64, 65, 106
234
ALBA BOYD AND JEFFERY D. BOYD
SEE SHEETS 105, 106
234A
235
HALL COUNTY BOARD OF EDUCATION
SEE SHEETS 105, 106
117
HALL COUNTY BOARD OF EDUCATION
SEE SHEETS 56, 58, 60, 105
129
BESSIE GILLELAND
SEE SHEETS 60, 62, 64
TRACT 1
TRACT 2
TRACT 3
REQ'D R/W
EXIST. R/W
ELIZABETH LN
OLD ELIZABETH LN
ELIZABETH LN
ESMT. FOR CONST. OF DRIVES (TYP.)
LIMIT OF PROPERTY ACQUISITION
CONTRACTOR SHALL REMOVE PAVEMENT, GRADE TO DRAIN, AND GRASS
ORANGE BARRIER FENCE (TYP.)
INTERMITTENT STREAM #11
INTERMITTENT STREAM #12
INTERMITTENT STREAM #13
ESA - 25' STREAM BUFFER
MATCH LINE STA. 20+50.00 SEE SHEET 64
MATCH LINE STA. 35+00.00 SEE SHEET 106
SCALE IN FEET
0 50 100 200
STV 100 Years
3701 CRESTWOOD PARKWAY NW, SUITE 310
DULUTH, GEORGIA 30096
PHONE: (770)458-6707 FAX: (770)931-5171
PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT 04-002 - 04-003)
REMOVE PAVEMENT, GRADE TO DRAIN, & GRASS
DATE | REVISIONS
07/15/17 | REVISED LEGEND TO INCLUDE UTILITIES
07/26/18 | ADDED DRIVEWAY AND DRIVEWAY EASEMENT ON PARCEL 129.
05/24/18 | ADDED DEMOLITION EASEMENT TO PARCEL 234.
12/10/18 | REMOVED DEMO. AND PERM. EASEMENTS AND ADDED R PARCEL TO PARCEL 234.
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLANS
PROJECT NO: 0003679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 104 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0005679 | 105 | 111 |

(234) ALBA BOYD AND JEFFERY D. BOYD
SEE SHEETS 104, 106

(235) HALL COUNTY BOARD OF EDUCATION
SEE SHEETS 104, 106



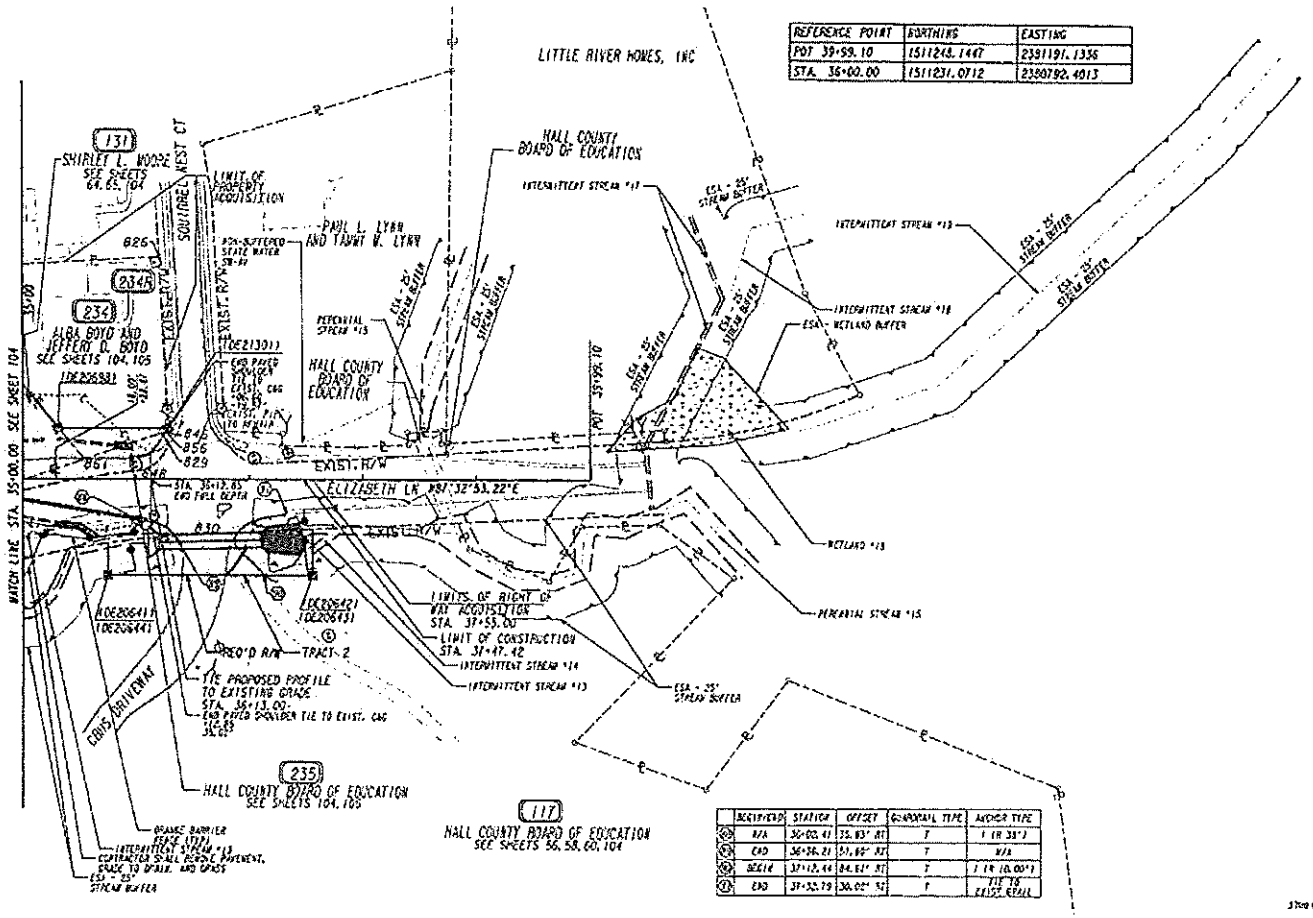



STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)925-8799 FAX: (770)936-9171


| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 09/19/17 | REVISED PERM. EASEMENT DESCRIPTION TO ENCLOSE UTILITIES | | |
| 09/29/16 | ADDED DEMOLITION EASEMENT TO PARCEL 234. | | |
| 12/19/17 | REMOVED TEMP. AND PERM. EASEMENTS AND ACCESS R PARCEL TO PARCEL 234. | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DATA
PROJECT NO: 0005679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CMD: 1270
DATE 4/17/15 SH 105 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| GA | 0009679 | 106 | 111 |




| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| POT 39+99.10 | 1511248.1447 | 2391191.1336 |
| STA. 36+00.00 | 1511231.0712 | 2380792.4013 |

| | BEGIN/END | STATION | OFFSET | GUARDRAIL TYPE | ANCHOR TYPE |
|---|---|---|---|---|---|
| | N/A | 36+00.41 | 35.83' RT | T | 1 (R 35') |
| | END | 36+36.21 | 51.60' RT | T | N/A |
| | BEGIN | 37+12.44 | 84.61' RT | T | 1 (R 10.00') |
| | END | 37+32.79 | 36.02' RT | T | TIE TO EXIST. GRAIL |

STV 100 Years

3700 CRESTWOOD PARKWAY NW, SUITE 800
DULUTH, GEORGIA 30096
PHONE: (770)453-0797 FAX: (770)936-9171

SCALE IN FEET
0 50 100 200

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES AND UTILITIES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)
REMOVE PAVEMENT, GRADE TO DRAIN, & GRASS

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| 07/13/17 | REVISED LEGEND AND PERM. EASEMENT DESCRIPTION NOTES TO INCLUDE UTILITIES | | |
| 05/24/18 | ADDED DEMOLITION EASEMENT TO PARCEL 234. | | |
| 12/19/18 | REMOVED DEMO. AND PERM. EASEMENTS AND ADDED R PARCEL TO PARCEL 234. | | |

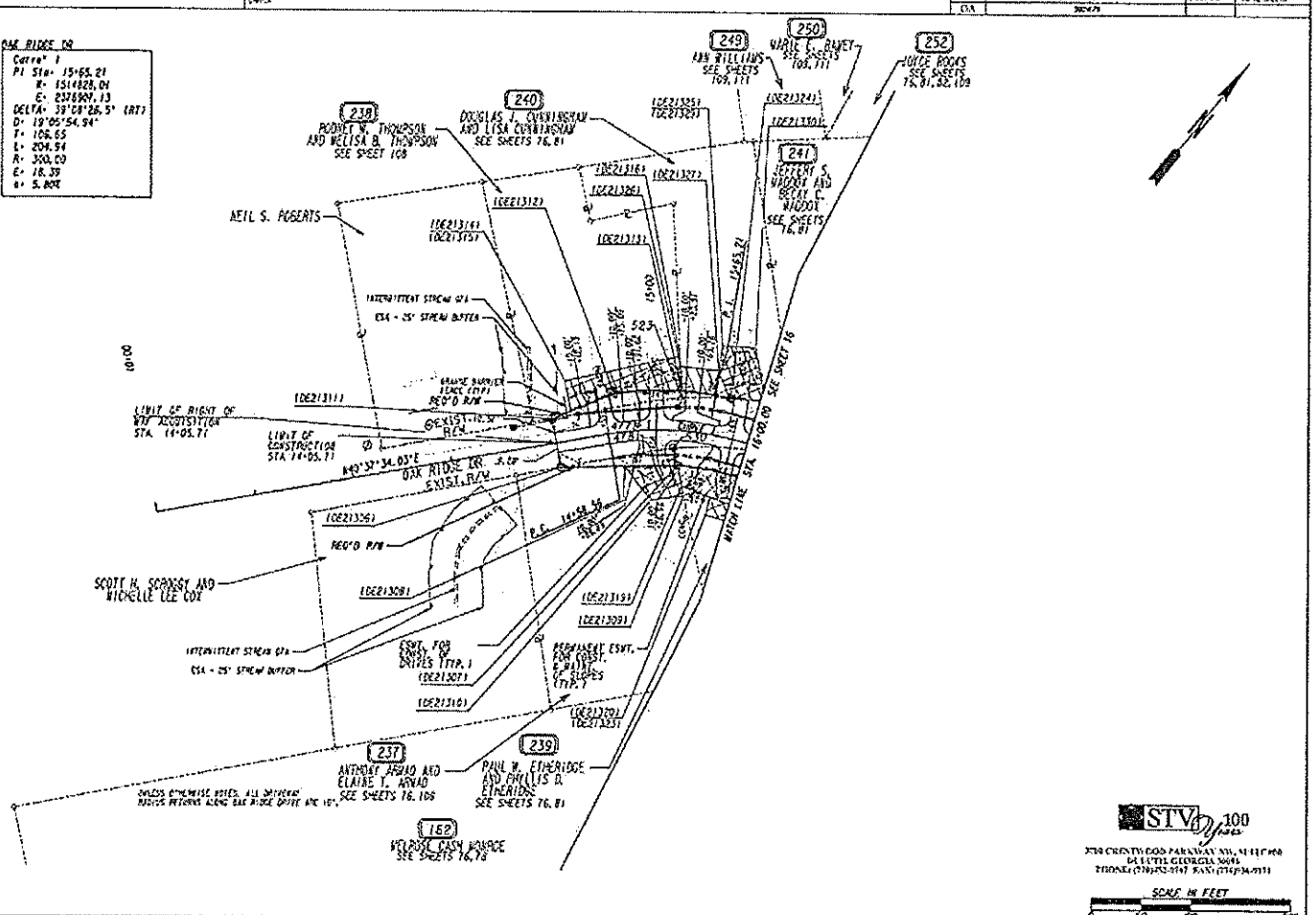
STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLANS

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 106 OF 111

| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| STA. 15+00.00 | 1514776.5528 | 2376866.7522 |
| PC 14+58.56 | 1514147.0629 | 2376837.6883 |

OAK RIDGE DR
Curve# 1
PI Sta= 15+65.21
N= 1514828.01
E= 2376907.13
DELTA= 39°08'26.5" (RT)
D= 19°05'54.94"
T= 106.65
L= 204.94
R= 300.00
E= 18.39
a= 5.80%




STV 100 years

SCALE IN FEET
0 50 100 200

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA
(SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS

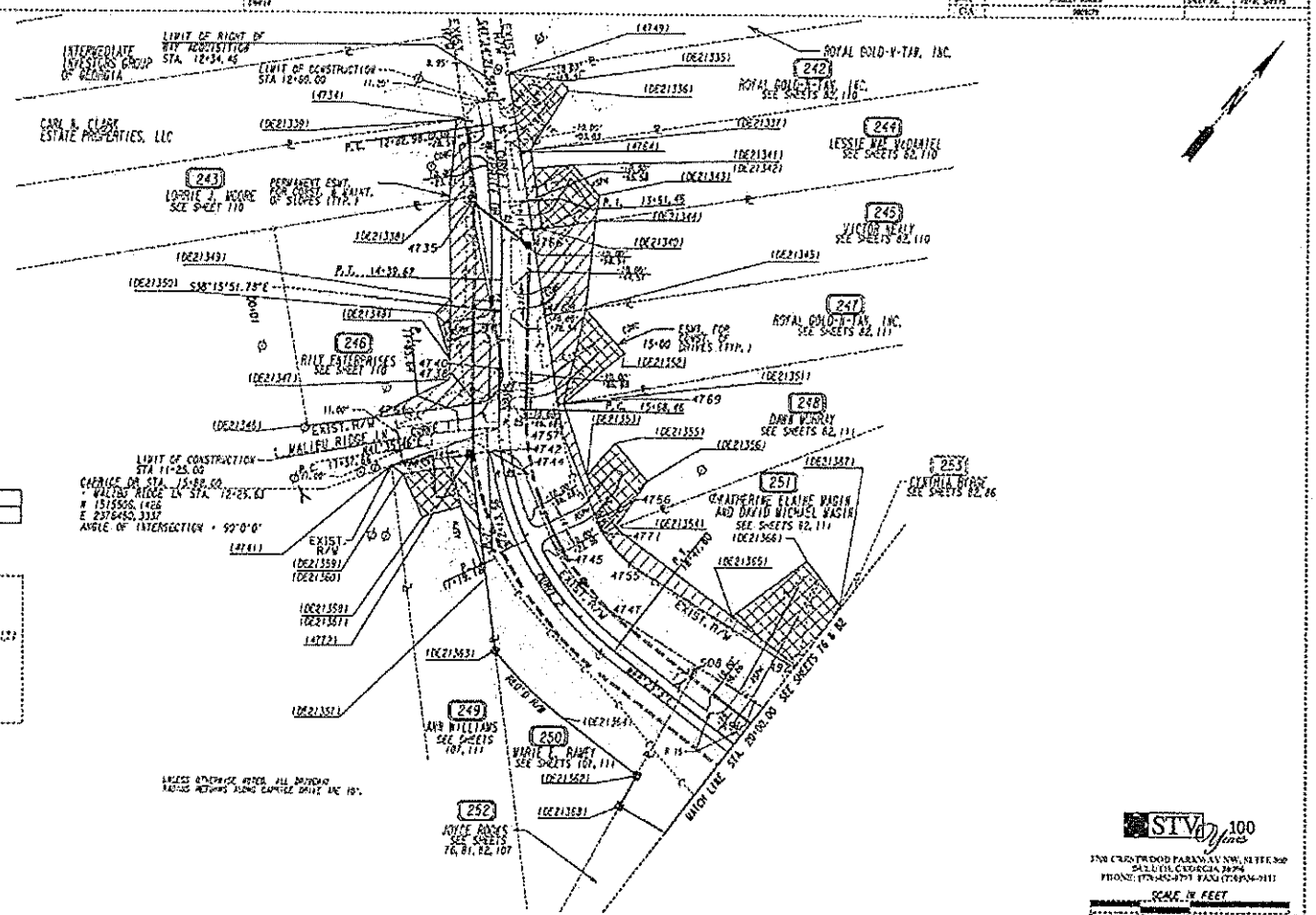
RIGHT OF WAY PLANS
PROJECT NO: 0009619
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 107 OF 111

| | | | STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|---|---|---|
| | | | GA | 0009679 | 108 | 111 |

237 ANTHONY ARMAD AND ELAINE T. ARMAD
SEE SHEETS 16, 107

238 RODNEY W. THOMPSON AND MELISA D. THOMPSON
SEE SHEET 107

| | | |




| REFERENCE POINT | NORTHING | EASTING |
|---|---|---|
| PC 12+82.98 | 1515737.1412 | 2376251.7311 |

CAPRICE DR

| Curve# 1 | Curve# 2 |
|---|---|
| PI Sta= 13+61.46 | PI Sta= 17+12.18 |
| N= 1515563.65 | N= 1515400.74 |
| E= 2376509.39 | E= 2376531.09 |
| DELTA= 8°28'29.9" (RT) | DELTA= 83°21'05.3" (LT) |
| D= 5°43'46.48" | D= 19°05'54.94" |
| T= 78.48 | T= 150.73 |
| L= 156.64 | L= 273.85 |
| R= 1000.00 | R= 300.00 |
| E= 3.07 | E= 35.74 |
| s= 5.60% | s= 5.60% |

MALIBU RIDGE DR

| Curve# 1 |
|---|
| PI Sta= 11+85.64 |
| N= 1515479.35 |
| E= 2376400.37 |
| DELTA= 6°24'24.2" (RT) |
| D= 11°27'38.36" |
| T= 27.38 |
| L= 55.91 |
| R= 500.00 |
| E= 0.74 |
| s= N/A |

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS
ORANGE BARRIER FENCE
ESA - ENV. SENSITIVE AREA (SEE ERIT 04-002 - 04-003)

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|

STV 100 Years
3700 CRESTWOOD PARKWAY NW, SUITE 300
SCALE IN FEET
0 50 100 200

HALL COUNTY
DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY PLANS
PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GWD: 1270
DATE 4/17/15 SH 109 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| CA | [illegible] | 115 | 111 |

## 242 ROYAL GOLD-N-TAN, INC.
SEE SHEETS 82, 109

DESIGN - PAR 24/5/97 REQ'D DRN. EXCH'T. DE25520

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4764 | 24.50 L | 13+13.40 | Caprice Drive |
| 4765 | 23.13 L | 12+94.46 | Caprice Drive |
| DE25325 | 50.00 R | 12+50.00 | Caprice Drive |
| DE25326 | 50.00 L | 12+50.00 | Caprice Drive |
| DE25327 | 50.00 L | 13+12.57 | Caprice Drive |
| 4764 | 24.50 L | 13+13.40 | Caprice Drive |

## 243 LORRIE J. MOORE
SEE SHEET 109

PESAT - PAR 24/5/97 EXCH'T FOR CONST. & MAINT. OF SLOPES DE25521

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4734 | 26.41 R | 12+73.63 | Caprice Drive |
| | 72.78 | S 47°53'26.2" E | |
| 4735 | 23.25 R | 13+53.10 | Caprice Drive |
| | 26.95 | S 47°53'26.1" W | |
| DE25328 | 50.00 R | 13+55.11 | Caprice Drive |
| | 85.00 | N 47°53'26.2" W | |
| DE25329 | 50.00 R | 13+13.73 | Caprice Drive |
| | 8.57 | N 47°45'58.4" E | |
| 4734 | 26.41 R | 12+73.63 | Caprice Drive |
| REQ'D EASMT | = 1384.12 SF | | |
| REQ'D EASMT | = 0.029 ACRES | | |
| REMAINDER | = +/- 0.34 ACRES | | |

## 244 LESSIE MAE McDANIEL
SEE SHEETS 82, 109

PESAT - PAR 24/5/97 EXCH'T FOR CONST. & MAINT. OF SLOPES DE25522

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4766 | 32.91 L | 13+50.83 | Caprice Drive |
| | 75.60 | N 47°53'26.9" W | |
| 4767 | 24.97 L | 13+13.62 | Caprice Drive |
| | 50.51 | N 47°45'58.6" E | |
| DE25330 | 35.00 L | 13+12.57 | Caprice Drive |
| | 75.60 | S 47°53'44.8" E | |
| DE25340 | 41.00 L | 13+83.68 | Caprice Drive |
| | 52.14 | S 47°45'58.6" W | |
| 4766 | 32.91 L | 13+50.83 | Caprice Drive |
| REQ'D EASMT | = 954.79 SF | | |
| REQ'D EASMT | = 0.019 ACRES | | |
| REMAINDER | = +/- 0.33 ACRES | | |

DESIGN - PAR 24/5/97 REQ'D DRN. EXCH'T. DE25523

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE25340 | 41.00 L | 13+83.68 | Caprice Drive |
| DE25341 | 35.00 L | 13+83.68 | Caprice Drive |
| DE25342 | 75.00 L | 13+83.68 | Caprice Drive |
| DE25343 | 103.00 L | 13+83.68 | Caprice Drive |
| DE25344 | 35.00 L | 13+83.68 | Caprice Drive |
| DE25345 | 41.00 L | 13+83.68 | Caprice Drive |

## 245 VICTOR NEALY
SEE SHEETS 82, 109

PESAT - PAR 24/5/97 EXCH'T FOR CONST. & MAINT. OF SLOPES DE25524

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4768 | 44.18 L | 14+74.72 | Caprice Drive |
| | 85.51 | N 47°53'26.9" W | |
| 4769 | 32.54 L | 13+53.62 | Caprice Drive |
| | 85.51 | N 47°45'58.6" E | |
| DE25344 | 35.00 L | 13+83.68 | Caprice Drive |
| | 75.60 | S 47°53'51.9" E | |
| DE25345 | 35.00 L | 14+83.68 | Caprice Drive |
| | 41.41 | S 47°45'58.6" W | |
| 4768 | 44.18 L | 14+74.72 | Caprice Drive |
| REQ'D EASMT | = 4544.54 SF | | |
| REQ'D EASMT | = 0.105 ACRES | | |
| REMAINDER | = +/- 1.2 ACRES | | |

## 246 RILY ENTERPRISES
SEE SHEET 109

PESAT - PAR 24/5/97 EXCH'T FOR CONST. & MAINT. OF SLOPES DE25525

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4735 | 23.15 R | 13+53.10 | Caprice Drive |
| | 75.65 | S 47°53'26.8" E | |
| 4743 | 2.64 L | 15+51.72 | Caprice Drive |
| ARC LENGTH = 47.71 | | | |
| CHORD BEAR = S 2°40'45.4" E | | | |
| LINE CHORD = 42.43 | | | |
| 24/5/95 = 52.02 | | | |
| DE25347 = 1+53.79 | | | |
| 4733 | 23.62 R | 15+63.33 | Caprice Drive |
| | 93.52 | S 47°53'56.8" W | |
| 4761 | 24.67 L | 11+13.57 | Hollow Ridge |
| | 13.57 | S 47°53'55.8" W | |
| DE25346 | 24.94 L | 11+00.00 | Hollow Ridge |
| | 83.13 | N 47°53'11.9" E | |
| DE25347 | 50.00 R | 13+40.00 | Caprice Drive |
| | 26.86 | N 38°15'51.7" W | |
| DE25348 | 50.00 R | 13+40.00 | Caprice Drive |
| | 60.00 | N 38°15'51.7" W | |
| DE25349 | 50.00 R | 14+60.00 | Caprice Drive |
| | 59.85 | N 47°47'22.5" W | |
| DE25350 | 50.00 R | 13+50.83 | Caprice Drive |
| | 26.85 | N 47°53'26.1" E | |
| 4735 | 23.15 R | 13+53.1 | Caprice Drive |
| REQ'D EASMT | = 9411.43 SF | | |
| REQ'D EASMT | = 3.218 ACRES | | |
| REMAINDER | = +/- 0.35 ACRES | | |

DESIGN - PAR 24/5/97 REQ'D DRN. EXCH'T. DE25525

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| DE25345 | 50.00 R | 14+60.00 | Caprice Drive |
| DE25346 | 50.00 R | 13+50.00 | Caprice Drive |
| DE25350 | 50.00 R | 14+25.00 | Caprice Drive |
| DE25349 | 50.00 R | 14+60.00 | Caprice Drive |

STV 100 Years

3700 CRESCENT DOD PARKWAY NW, SUITE 850
DULUTH, GEORGIA 30096
PHONE: (770)422-4797 FAX: (770)416-9473

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009575
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
CMD: 1270
DATE 4/17/15 SH 110 OF 111

| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| CA | [illegible] | 111 | 111 |

## 247 ROYAL GOLD-N-TAN, INC.
SEE SHEETS 82, 111

PESAT - PAR 247/5/76 EXCH'T FOR CONST. & MAINT. OF SLOPES DE2052

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4769 | 53.11 L | 15+82.75 | Caprice Drive |
| | 28.23 | N 47°53'26.5" W | |
| 4768 | 44.78 L | 14+24.72 | Caprice Drive |
| | 41.44 | N 47°49'30.8" E | |
| DE21245 | 85.00 L | 14+61.54 | Caprice Drive |
| | 96.11 | S 26°15'11.5" E | |
| DE21252 | 85.00 L | 14+61.54 | Caprice Drive |
| | 6.70 | S 49°34'20.0" W | |
| 4765 | 53.11 L | 15+82.7 | Caprice Drive |
| RCBD EXCH. - 2/14/85 SF | | | |
| RCBD EXCH. - 0.049 ACRES | | | |
| REMAINDER - +/- 0.50 ACRES | | | |

DEEDT - PAR 247/5/76 REC'D DRV. EXCH'T. DE2052

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE21251 | 65.00 L | 15+61.54 | Caprice Drive |
| DE21245 | 65.00 L | 14+67.54 | Caprice Drive |
| DE21252 | 125.00 L | 15+18.00 | Caprice Drive |
| DE21253 | 65.00 L | 15+61.54 | Caprice Drive |

## 248 DAWN MURRAY
SEE SHEETS 82, 109

PESAT - PAR 248/5/77 EXCH'T FOR CONST. & MAINT. OF SLOPES DE2052

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4771 | 71.82 L | 17+37.51 | Caprice Drive |
| ARC LENGTH - 14.23 | | | |
| CHORD BEAR - N 47°51'33.8" W | | | |
| LATH CHORD - 14.22 | | | |
| PARAMS - 100.45 | | | |
| DEGREE - 57°52'42.2" | | | |
| 4762 | 72.77 L | 17+18.84 | Caprice Drive |
| | 55.53 | N 47°49'58.3" W | |
| 4762 | 62.77 L | 15+55.72 | Caprice Drive |
| | 32.82 | N 47°53'25.1" W | |
| 4763 | 53.11 L | 15+47.75 | Caprice Drive |
| | 5.70 | N 47°34'30.0" E | |
| DE21252 | 55.00 L | 15+61.54 | Caprice Drive |
| | 77.19 | S 57°17'20.0" E | |
| DE21253 | 20.00 L | 15+58.00 | Caprice Drive |
| | 54.88 | S 57°18'44.5" E | |
| DE21254 | 65.00 L | 15+58.00 | Caprice Drive |
| | 13.43 | S 29°39'20.0" W | |
| 4771 | 71.82 L | 17+37.5 | Caprice Drive |
| RCBD EXCH. - 1/26/84 SF | | | |
| RCBD EXCH. - 0.029 ACRES | | | |
| REMAINDER - +/- 0.91 ACRES | | | |

DEEDT - PAR 248/5/77 REC'D DRV. EXCH'T. DE2052

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE21254 | 65.00 L | 17+42.77 | Caprice Drive |
| DE21253 | 65.00 L | 16+62.00 | Caprice Drive |
| DE21255 | 125.00 L | 16+20.00 | Caprice Drive |
| DE21256 | 125.00 L | 17+60.00 | Caprice Drive |
| DE21254 | 65.00 L | 17+42.78 | Caprice Drive |

## 249 ANN WILLIAMS
SEE SHEETS 107, 109

PESAT - PAR 249/5/444 EXCH'T FOR CONST. & MAINT. OF SLOPES DE2053

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4711 | 110.33 R | 16+15.71 | Caprice Drive |
| | 63.03 | N 47°15'55.2" E | |
| 4712 | 35.33 R | 16+18.83 | Caprice Drive |
| | 125.74 | S 49°39'44.1" E | |
| DE21257 | 53.11 R | 17+20.00 | Caprice Drive |
| | 71.03 | N 57°17'32.8" W | |
| DE21258 | 53.00 R | 16+55.00 | Caprice Drive |
| | 62.41 | N 57°17'33.6" W | |
| DE21259 | 53.00 R | 16+20.00 | Caprice Drive |
| | 54.00 | S 47°53'26.5" W | |
| DE21260 | 103.00 R | 16+20.00 | Caprice Drive |
| | 14.78 | S 49°39'52.7" W | |
| 4741 | 110.33 R | 16+12.2 | Caprice Drive |
| RCBD EXCH. - 2/24/83 SF | | | |
| RCBD EXCH. - 0.049 ACRES | | | |
| REMAINDER - +/- 0.93 ACRES | | | |

DEEDT - PAR 249/5/444 REC'D DRV. EXCH'T. DE2053

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| DE21260 | 100.00 R | 16+20.00 | Caprice Drive |
| DE21263 | 50.00 R | 16+20.00 | Caprice Drive |
| DE21264 | 50.00 R | 16+55.00 | Caprice Drive |
| DE21263 | 50.00 R | 16+55.00 | Caprice Drive |
| DE21262 | 100.00 R | 16+20.00 | Caprice Drive |

## 250 MARIE E. RAMEY
SEE SHEETS 107, 109

PLCB R/W - PAR 250/5/443 REC'D R/W DE2053

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 4772 | 24.77 R | 11+95.28 | Nettles Ridge |
| | 75.03 | N 47°15'55.2" E | |
| 4742 | 8.49 R | 15+18.51 | Caprice Drive |
| ARC LENGTH - 49.33 | | | |
| CHORD BEAR - N 47°34'58.5" E | | | |
| LATH CHORD - 37.39 | | | |
| PARAMS - 35.03 | | | |
| DEGREE - 49°39'28.4" | | | |
| 4744 | 72.47 L | 15+24.13 | Caprice Drive |
| | 73.35 | S 47°49'58.3" E | |
| 4745 | 72.47 L | 17+12.17 | Caprice Drive |
| ARC LENGTH - 105.49 | | | |
| CHORD BEAR - S 47°15'55.2" E | | | |
| LATH CHORD - 53.87 | | | |
| PARAMS - 100.45 | | | |
| DEGREE - 57°52'42.2" | | | |
| 4748 | 24.74 L | 14+51.71 | Caprice Drive |
| | 93.72 | N 47°34'30.0" E | |
| 5[illegible] | 24.77 L | 15+21.42 | Caprice Drive |
| | 125.00 | S 47°15'30.4" E | |
| DE21262 | 65.00 R | 15+42.74 | Caprice Drive |
| | 94.54 | S 49°27'43.0" W | |
| DE21264 | 65.00 R | 16+42.40 | Caprice Drive |
| ARC LENGTH - 95.51 | | | |
| CHORD BEAR - N 47°30'28.8" W | | | |
| LATH CHORD - 95.27 | | | |
| PARAMS - 100.00 | | | |
| DEGREE - 14°52'53.3" | | | |
| DE21263 | 65.00 R | 17+33.37 | Caprice Drive |
| | 108.38 | N 47°35'44.1" W | |
| 4772 | 24.77 R | 11+95.3 | Nettles Ridge |
| PLCB R/W - 11/14/87 SF | | | |
| PLCB R/W - 0.115 ACRES | | | |
| REMAINDER - +/- 0.47 ACRES | | | |

## 251 KATHERINE ELAINE MAGIN AND DAVID MICHAEL MAGIN
SEE SHEETS 82, 109

PESAT - PAR 251/5/78 EXCH'T FOR CONST. & MAINT. OF SLOPES DE2054

| PNT | OFFSET/ DIST | STATION/ BEARING | ALIGNMENT |
|---|---|---|---|
| 502 | 100.64 L | 20+18.44 | Caprice Drive |
| | 29.19 | S 27°12'24.5" W | |
| 402 | 55.64 L | 19+20.07 | Caprice Drive |
| | 164.35 | S 27°14'07.9" W | |
| 4755 | 77.15 L | 17+29.12 | Caprice Drive |
| ARC LENGTH - 54.53 | | | |
| CHORD BEAR - N 47°51'30.9" W | | | |
| LATH CHORD - 53.56 | | | |
| PARAMS - 100.45 | | | |
| DEGREE - 57°52'42.2" | | | |
| 4771 | 71.82 L | 17+37.51 | Caprice Drive |
| | 13.40 | N 29°39'20.0" E | |
| DE21254 | 65.00 L | 17+42.78 | Caprice Drive |
| | 239.74 | N 47°52'40.8" E | |
| 502 | 100.64 L | 20+18.4 | Caprice Drive |
| RCBD EXCH. - 3/27/83 SF | | | |
| RCBD EXCH. - 0.049 ACRES | | | |
| REMAINDER - +/- 0.50 ACRES | | | |

DEEDT - PAR 251/5/78 REC'D DRV. EXCH'T. DE2055

| PNT | OFFSET/ | STATION/ | ALIGNMENT |
|---|---|---|---|
| 502 | 100.64 L | 20+18.44 | Caprice Drive |
| DE21265 | 99.64 L | 19+20.07 | Caprice Drive |
| DE21266 | 100.00 L | 19+45.07 | Caprice Drive |
| DE21267 | 175.00 L | 19+57.44 | Caprice Drive |
| 502 | 100.64 L | 20+18.44 | Caprice Drive |

STV 100 Years

3765 CRESTWOOD PARKWAY NW, SUITE 100
DULUTH, GEORGIA 30096
PHONE: (770)923-0797 FAX: (770)926-9171

| DATE | REVISIONS | DATE | REVISIONS |
|---|---|---|---|
| | | | |

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DATA

PROJECT NO: 0009679
COUNTY: HALL
LAND LOT NO: N/A
LAND DISTRICT: N/A
GMD: 1270
DATE 4/17/15 SH 111 OF 111

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 437/2025

**SUBJECT:** Approve the single source purchase of consulting services from Burns & McDonnell of Atlanta, GA to facilitate permit renewal and major modifications to the Candler Road Landfill, in the amount of $319,400.00.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**

Approve the single source purchase of consulting services from Burns & McDonnell of Atlanta, GA to facilitate permit renewal and major modifications to the Candler Road Landfill, in the amount of $319,400.00.

**History:**
Hall County Georgia owns the Candler Road Landfill (Landfill) which has been in operation since 1996. The existing solid waste permit at the Landfill was most recently renewed in 2020.

**Facts and Issues:**
Starting in 2019, the Georgia Environmental Protection Division (EPD)
requires solid waste permits to be renewed every 5 years. The Landfill solid waste permit is required to resubmit their renewal application in calendar year 2025 or early 2026. The original permit written in 1996 when renewed in 2020 did not include significant changes to the design including updates to the stormwater, road design, final cover considerations, or various other items to account for better design strategies and technologies since the original permit's creation.

**Options:**

**Funding Requested** $ 319,400.00

| | |
|---|---|
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Sold Waste Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Purchasing | Budget | Finance |
|---|---|---|---|
| WK | AP | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|
| JL | CR | JR |

**Attachments:**

Financial Supplement
Contract Execution Signature Request Cover Sheet
Proposal
Single Source Form

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 437/2025

**Funds Requested:** $ 319,400.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Sold Waste Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 540-SOLID WASTE FUND | 4530-LANDFILL | 541400-INFRASTRUCTURE | $319,400.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** WK

**Phone:** 770-329-0863

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: July 16, 2025

To: David Gibbs, Chairman, BOC

From: Andy Penick, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: Single Source Purchase

Bid/Contract Name: N/A

Department(s) Requesting Contract: Public Works

Award Recipient Name: Burns & McDonnell

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $ N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract Estimated Amount: $319,400

☐ Product Contract Estimated Amount:

Comment:

Hall County Georgia owns the Candler Road Landfill (Landfill) which has been in operation since 1996. The existing solid waste permit at the Landfill was most recently renewed in 2020. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

July 2, 2025

Mr. Bill King
Assistant Director of Public Works
Hall County, Georgia
2875 Browns Bridge Road #3
Gainesville, Georgia 30504

Re: Proposal for Candler Road Landfill Solid Waste Permit Renewal and Major Modification

Dear Mr. King:

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) is pleased to provide this professional services proposal for your review and consideration. We appreciate the opportunity to propose on this work.

**PROJECT UNDERSTANDING**

Hall County Georgia (CLIENT) owns the Candler Road Landfill (Landfill) which has been in operation since 1996. CLIENT's existing solid waste permit at the Landfill was most recently renewed in 2020. Starting in 2019, the Georgia Environmental Protection Division (EPD) requires solid waste permits to be renewed every 5 years. The Landfill solid waste permit is required to resubmit their renewal application in calendar year 2025 or early 2026. The original permit written in 1996 when renewed in 2020 did not include significant changes to the design including updates to the stormwater, road design, final cover considerations, or various other items to account for better design strategies and technologies since the original permit's creation.

Burns & McDonnell has discussed with CLIENT various options for modifications to the existing solid waste permit including grading changes to the final elevations, replacement of construction material for base cells and updates to the stormwater management system. The changes discussed would constitute a major permit modification as per Georgia Rules and Regulations Chapter 391-3-4(4)(a). To avoid redundant permitting efforts, modifications to the solid waste permit are best made during permit renewal applications. Burns & McDonnell has provided this proposal for professional services to incorporate major permit modifications to the Landfill's solid waste permit during the 5-year permit renewal period.

Please note that the below permit modification scope of work should be completed adjacent to the permit renewal scope of work to allow for efficiency in the overlap of design between the two tasks. If the CLIENT intends to divide the below tasks into separate authorizations, Burns & McDonnell will revise the scope and budgets accordingly.

## SCOPE OF SERVICES

Task 1 – Solid Waste Permit Renewal

Burns & McDonnell shall prepare a submittal for permit drawings and cover letter for the Georgia Environmental Protection Division (EPD) for renewal of the existing Candler Road Landfill (Landfill) Solid Waste Permit. The permit renewal shall incorporate the existing Design and Operational Plan (D&O Plan) drawing as a basis for submission to the EPD. Burns & McDonnell intends to incorporate multiple minor permit modifications to the permit drawing set as part of the renewal process. The following design changes shall be included into the D&O Plan:

- Modifications to the perimeter haul road to include in final grading of the facility
- Redesign of Detention Pond 3 sizing and provide associated calculations for intermediate and final grading of the Landfill
- Redesign of future stormwater drainage structures to use appropriate materials including reinforced concrete pipe and outlet structures
- Update groundwater well and methane probe locations to account for drilling and sampling locations
- Updates to CQA Plan to incorporate alternative design materials such as linear low-density polyethylene (LLDPE) into final cover designs and use updated testing standards and frequencies in line with Geosynthetic Research Institute (GRI) standards
- Updates to the Closure and Post Closure Plans to account for any changes in final cover design, stormwater management and erosion control
- Update to the design and operational narrative
- Updates to site soil balance calculations
- Updates to leachate collection calculations
- Update accurate volume and acreage estimates for each Landfill cell
- Complete the Georgia EPD permit submission checklist for submission with D&O set of drawings

Burns & McDonnell shall prepare a 60% draft D&O Plan set and submit to CLIENT. After submitting the 60% draft design for CLIENT's review, Burns & McDonnell shall host a design review meeting to discuss comments, changes and markups from the review. Those changes will be incorporated into the final D&O Plan set and submitted to client for a 90% design review. The 90% design review shall be an in-person design meeting to conduct a plan review workshop. Changes from the 90% design review shall be submitted to the EPD as part of the D&O permit renewal plan set.

Task 2 – Major Permit Modification Design

Concurrent with the permit renewal design task, Burns & McDonnell shall conduct design modifications to the Landfill which are considered major permit modifications. The major permit modifications shall incorporate changes to the final landfill grading, future cell constructions or future final cover designs. The below items are proposed to increase landfill airspace, provide operational improvements and reduce future construction costs.

As part of this design, Burns & McDonnell proposes the following major permit modification design updates:

- Updates to stormwater benches in the Landfill Phase II to reduce the number of benches and incorporate hanging berms into the final cover profile
- Include geocomposite into the base cell construction of future Cells 4 and 5 to remove imported drainage sand and utilize on-site materials for protective soil
- Updates to the Landfill Phase I final cover to reduce future regrading for stormwater controls and haul road operations
- Stormwater modeling and analysis for updated final cover grading
- Updated soil loss calculations
- Slope stability and settlement calculations for updated Landfill designs

As part of the major permit modifications, Burns & McDonnell shall include these modifications into the 60% and 90% deliverables described as part of Task 1.

In addition to the permit renewal D&O plans included in Task 1, Task 2 shall include preparation of a design report that includes narrative discussion for changes as part of the major modification, including but not limited to:

- Updates to closure and post closure cost estimates based on changes from the modification
- Slope stability calculations for future cells
- Changes to soil balance estimates and landfill lifetime calculations
- Stormwater and erosion calculations

Task 3 – Meetings with EPD and Public

Prior to conducting the major permit modification design, Burns & McDonnell shall organize a call with the EPD to discuss potential permit design modifications. As part of the meeting Burns & McDonnell and CLIENT shall discuss each modification intended to be included in the permit renewal to identify considerations or requirements for acceptance by the EPD permitting group.

After the 90% D&O Plan set for review, Burns & McDonnell shall organize a call with EPD to discuss the permit modifications prior to submission. As part of the submission coordination with EPD, Burns & McDonnell shall prepare a public notification for publication in a local newspaper for the CLIENT. After public notification has been published, Burns & McDonnell shall attend a public meeting for comments and discussion with the public regarding the request for a major permit modification at the Candler Road Landfill.

Burns & McDonnell has assumed two virtual meetings with EPD as part of this task and one on site meeting for public notice and disclosure.

Task 4 – On Call Additional Items

Burns & McDonnell has included an additional 60 hours of effort to meet with EPD or conduct additional on-call solid waste services tasks during the permitting renewal process at the Landfill. This task does not include a specific deliverable.

**SCHEDULE**

The following schedule is anticipated for this project assuming a contract execution date of November 1, 2024. Actual dates will depend on CLIENT review times and response times from EPD with regards to permit modification discussions.

| | |
|---|---|
| Initial Discussion with EPD | December 2024 |
| 60% Design Renewal and Modification | July 2025 |
| CLIENT Review | August 2025 |
| 90% Design Review and Modification | October 2025 |
| CLIENT Review | November 2025 |
| Second Discussion with EPD | December 2025 |
| Public Notice | January 2026 |
| Final Submission to EPD | February 2026 |

**ASSUMPTIONS**

Scope of Services and Compensation to complete this work has been created under the following assumptions:

A. One site visit is included as part of the permit renewal design work.
B. CLIENT shall provide access to the Landfill as needed during the permitting renewal process.

C. Burns & McDonnell shall use the most recent site survey the County has for Task 1 and Task 2 of this design scope.
D. Information, data and reports provided by CLIENT to Burns & McDonnell will be treated as accurate without independent verification.
E. Effort for air permitting is not included in this scope.
F. CLIENT shall provide most recent groundwater data for the Landfill.
G. It is assumed that for slope stability or settlement calculations as part of this scope, Burns & McDonnell shall not conduct any additional drilling or field investigation.
H. CLIENT shall provide all available geotechnical data from groundwater well installation or methane probe installations.
I. Burns & McDonnell has not included specific effort for response to EPD review comments and associated revisions to the permit application.
J. CLIENT shall be responsible for payment of public notice publication and all associated permit application fees.

**COMPENSATION**

Total payment for the Scope of Services described herein is not to exceed $319,400, based on time and materials per the attached "Schedule of Hourly Professional Service Billing Rates" (BMR25-4). This amount shall not be exceeded without prior written consent of CLIENT. The estimated breakdown of costs by task are provided below:

| | | |
|---|---|---|
| Task 1: | Solid Waste Permit 5 Year Renewal | $177,400 |
| Task 2: | Permit Major Modification | $106,900 |
| Task 3: | Meetings with EPD and Public | $21,200 |
| Task 4: | On- Call Services | $13,900 |
| TOTAL | | $319,400 |

Burns & McDonnell will submit invoices to CLIENT monthly for actual labor and expenses from the previous month.

We appreciate the opportunity to present this proposal. If it is acceptable, please sign and return one copy of the proposal and the attached Terms and Conditions for Professional Services for our file.

Sincerely,

Burns & McDonnell Engineering Company, Inc.

Matthew J. Evans, P.E.
Client Manager

Spencer Cronin
Regional Manager
Environmental Services

Enclosures: Attachment 1: Terms and Conditions for Professional Services
Attachment 2: Schedule of Hourly Professional Services Billing Rates

ACCEPTED:

Hall County, Georgia

By_____

Title_____

Date_____

BURNS McDONNELL

## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

| | |
|---|---|
| **Project:** CANDLER ROAD LANDFILL PERMIT MODIFICATION AND RENEWAL | **Date of Letter, Proposal, or Agreement:** JULY 2, 2025 |
| **Client:** HALL COUNTY, GEORGIA | **Client Signature:** |

**1. SCOPE OF SERVICES**

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

**2. PAYMENTS TO BMCD**

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

**3. INSURANCE**

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of $1,000,000, Commercial General Liability with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of $1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and selfinsurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

**4. INDEMNIFICATION**

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

**5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES**

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed $100,000 or the total compensation actually received by BMcD under this Agreement.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

**6. PERIOD OF SERVICE AND SCHEDULE**

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

**7. COMPUTER PROGRAMS OR MODELS**

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

**8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS**

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

**9. DOCUMENTS**

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

**10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS**

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

**11. POLLUTION**

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Company and Contractor acknowledge and understand that Company shall retain ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of Contractor; and that this Agreement, or any documents associated with this Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to Contractor. Under no circumstances shall Contractor assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Company further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of Contractor's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

**12. ON-SITE SERVICES**

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

**13. CHANGES**

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

**14. TERMINATION**

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

**15. DISPUTES, NEGOTIATIONS, MEDIATION**

A. The parties shall participate in good faith negotiations to resolve any and all disputes. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Gainesville, Georgia.

B. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Hall County, Georgia, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Hall County, Georgia, and each party expressly consents to jurisdiction therein.

C. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

**16. WITNESS FEES**

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement..

**17. CONTROLLING LAW**

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Georgia without regard to any conflicts of law provisions.

**18. RIGHTS AND BENEFITS – NO ASSIGNMENT**

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

**19. ENTIRE CONTRACT**

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

**20. SEVERABILITY**

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

**21. REPORTING**

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD 's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD 's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

**22. SITE INFORMATION**

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is hazardous.

**23. CONTROL OF SITE**

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

**24. SITE ACCESS**

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur. Client agrees to assume responsibility for such unavoidable damage or alteration.

**25. CERTIFICATION**

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent land owner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

- END -

# Schedule of Hourly Professional Service Billing Rates

| Position Classification | Classification Level | Hourly Billing Rate |
|---|---|---|
| General Office * | 5 | $75.00 |
| Technician * | 6 | $95.00 |
| Assistant * | 7 | $113.00 |
| | 8 | $156.00 |
| | 9 | $183.00 |
| Staff * | 10 | $207.00 |
| | 11 | $225.00 |
| Senior | 12 | $255.00 |
| | 13 | $278.00 |
| Associate | 14 | $287.00 |
| | 15 | $289.00 |
| | 16 | $291.00 |
| | 17 | $295.00 |

**NOTES:**

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

**Form BMR25-4A**

HALL COUNTY
GEORGIA

# Sole Source/Brand and Single Source Justification

## Request Submitted By

| | |
|---|---|
| **Name:** | |
| **Job Title:** | |
| **Department:** | |
| **E-Mail Address:** | |
| **Date of Request:** | |

## Request Details

**Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.**

**Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.**

**Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.**

| |
|---|
| ***For Sole Source or Sole Brand, identify efforts made to locate other possible sources.*** |
| |
| **Desired Supplier Name:** |
| **Desired Supplier Email:** |
| **Desired Supplier Phone Number:** |

## Scope of Work

| Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost. |
| --- |
| |

## Justifying a Sole Source/Brand

| Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs). |
| --- |
| |
| **Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.** |
| |

## Justifying a Single Source

| Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required. |
|---|
| |
| **Letter from Original Equipment Manufacturer (required):** **Attached** |

| Purchasing Use Only | |
|---|---|
| **Buyer:** | |
| **Buyer E-Mail Address:** | |
| **Buyer Telephone:** | |
| **Contract #:** | |
| **Contract Name:** | |
| **If publicly solicited, number of protests:** | |
| **Outcome:** | |
| **Bid # (if competitively bid):** | |
| **Purchase Order #:** | |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 462/2025

**SUBJECT:** Approve the acceptance of $776,340.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Village at Pine Valley subdivision. Commission District 3.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve

**Purpose of Request:**
Approve the acceptance of $776,340.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Village at Pine Valley subdivision. Commission District 3.

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | No |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Budget | Finance |
|---|---|---|---|
| WS | BN | JM | TS |

| Attorney | Administration | Clerk |
|---|---|---|

| Attorney | Administration | Clerk |
|---|---|---|
| JL | CR | JR |

**Attachments:**
Receipt Payment - Bond
Guaranty Performance/Maintenance Agreement
Final Plat Information

HALL COUNTY
GEORGIA

# Hall County

2875 Browns Bridge Road
Gainesville, GA 30504

P.O. Box 1435
Gainesville, GA 30503

Receipt No.: **283855**
Receipt Date: **05/30/2025**

# RECEIPT

***RECORD & PAYOR INFORMATION***

| | |
|---|---|
| Record ID: | HSUB25-0018 |
| Record Type: | H - Subdivision - Final Plat |
| Property Address: | 1560 PINE VALLEY ROAD, GAINESVILLE, GA 30501 |
| Record Name: | The Village at Pine Valley Road |
| Description: | Final plat for The Village at Pine Valley Road 1560/1582/1586 Pine Valley Road |
| Payor: | |
| Primary Contact: | Jessica Hood |

***PAYMENT DETAIL***

| Date | Payment Method | Reference | Cashier | Comments | Amount |
|---|---|---|---|---|---|
| 05/30/2025 | CreditCard | 2505301216593 3C3068FF25053 012165 | PUBLICUSER382 52 | | $3,950.00 |

***FEE DETAIL***

| Fee Description | Invoice # | Quantity | Unit | Fee Amount | Current Paid |
|---|---|---|---|---|---|
| Sign Fee | 309490 | 10 | Quantity | $800.00 | $800.00 |
| Sign Fee | 309490 | 6 | Quantity | $270.00 | $270.00 |
| Bond Deposit | 309050 | 1 | | $1,000.00 | $1,000.00 |
| Final Subdivision Plat | 309050 | 148 | Lots | $1,880.00 | $1,880.00 |
| | | | | $3,950.00 | $3,950.00 |

GM249709

**STATE OF GEORGIA,**
**COUNTY OF HALL**

## GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Pine Valley Property Group LLC (owner/principal, hereinafter referred to as "Principal"), and Great Midwest Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of $ 776,340.00 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Pine Valley Property Group LLC (principal) is owner of the Subdivision known as Village at Pine Valley Subdivision, which subdivision is shown on a plat prepared by James Clayton Whitehead, Georgia Registered Surveyor Number 3597, and

WHEREAS, Pine Valley Property Group LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Village at Pine Valley Subdivision for recording purposes, and

WHEREAS, Pine Valley Property Group LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Village at Pine Valley Subdivision for public maintenance (not applicable to private developments);

Pine Valley Property Group LLC (principal) and

(surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Pine Valley Property Group LLC (principal) agrees that all construction of the street system of Village at Pine Valley

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Pine Valley Property Group LLC (principal), and

Great Midwest Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Village at Pine Valley Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Great Midwest Insurance Company (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

Pine Valley Property Group LLC (principal) and

Great Midwest Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by

Great Midwest Insurance Company (surety) from Hall County authorizing release of

Pine Valley Property Group LLC (principal) and

(surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on June 9, 2025 (Date) and expires on June 9, 2027 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 9th day of June, 2025.

- Pine Valley Property Group LLC
  PRINCIPAL

  By: _____
  (Corporate Officer or other authorized representative)

  Principal's Address:
  3120 Frontage Road
  Gainesville GA 30504

- Great Midwest Insurance Company
  SURETY

  By: Linda Adams Roberts
  (Authorized Representative) Linda Adams Roberts, Attorney-In-Fact

  Surety's Address:
  800 Gessener Road, Suite 600
  Houston, TX 77024

  GREAT MIDWEST INSURANCE COMPANY CORPORATE SEAL TEXAS CORPORATION

- Approved:
  Hall County
  By: _____
  (Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

**POWER OF ATTORNEY**

# Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Sarah Hancock, Edward Mooney, Annette Wisong, Joseph R. Williams, Angela D. Ramsey, Rebecca E. Howard, Tiffany Soto, Linda Adams Roberts, Haley Rhoads, Julie Karnes, Robert Allen Yarbrough

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY – CORPORATE SEAL – TEXAS CORPORATION

**GREAT MIDWEST INSURANCE COMPANY**

BY Mark W. Haushill

Mark W. Haushill
President

**ACKNOWLEDGEMENT**

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

NOTARY PUBLIC STATE OF TEXAS
CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of June 2025.

GREAT MIDWEST INSURANCE COMPANY – CORPORATE SEAL – TEXAS CORPORATION

BY Patricia Ryan

Patricia Ryan
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

Final Plat Information

Consider Acceptance of $776,340.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities and Sidewalks in The Village at Pine Valley.

Subject Subdivision is located off Pine Valley Road

| | |
|---|---|
| NAME OF SUBDIVISION: | The Village at Pine Valley |
| NAME OF OWNER/DEVELOPER: | Pine Valley Property Group LLC |
| ADDRESS: | 3120 Frontage Road<br>Gainesville, GA 30504 |
| TYPE OF MAINTENANCE BOND: | Guaranty Performance/Maintenance |
| DATE OF BOND: | June 09, 2025 |
| AMOUNT OF BOND: | $776,340.00 |
| FINANCIAL INSTITUTION:<br>AND ADDRESS: | Great Midwest Insurance Company<br>800 Gessener Road, Suite 600<br>Houston, TX 77024 |
| Account No.: | GM249709 |

| COMM. DIST. | STREET NAME | R/W IN FEET | LENGTH IN FEET | WIDTH IN FEET | TYPE OF SURFACE | STATE REF. NO. |
|---|---|---|---|---|---|---|
| 3 | Meadow Green Circle | 50 | 2917 | 20 | P.M. | ---- |
| 3 | Fieldcrest Court | 50 | 339 | 20 | P.M. | ---- |
| 3 | Stagecoach Lane | 50 | 339 | 20 | P.M. | ---- |
| 3 | Township Pkwy | 50 | 567 | 20 | P.M. | ---- |

**NOTES:**

| | |
|---|---|
| NUMBER OF LOTS: | 148 |
| CURB & GUTTER: | 24" Rolled Back |
| TOTAL ACRES OF S/D: | 34.02 AC |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 498/2025

**SUBJECT:** Approve the award of RFQ/P #46-018 Impact Fee Study for Public Works & Utilities to TischlerBise, Inc. of Bethesda, MD, in the amount of $129,380.00.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

Approve the award of RFQ/P #46-018 Impact Fee Study for Public Works & Utilities to TischlerBise, Inc. of Bethesda, MD, in the amount of $129,380.00.

**History:**
Currently, Hall County's impact fees are categorized as various public facilities including libraries, parks, and public safety facilities (fire rescue, EMS, and law enforcement including the County jail, personnel and related equipment of the Sheriff's Office. There is not currently a roads category for impact fees.

Tischler-Bise prepared an Impact Fee Study for neighboring Forysth County.

The recommended vendor's fee is below the approved FY26 budgeted cost.

**Facts and Issues:**

**Options:**

The primary purpose of impact fees in Hall County is to ensure that new development contributes a share of the costs associated with providing public services to those new residents. This helps to prevent new growth from placing an undue burden on existing infrastructure.

The impact fee study will provide a recommendation for fees that can support road improvement infrastructure costs that ensure level of service is maintained even with new developments.

The impact fee study will provide the support and documentation necessary to revise the county's current impact fee structure and comply with the Development of Community Affairs applicable requirements.

The study is estimated to take 90 days from Notice to Proceed.

| | |
|---|---|
| **Funding Requested** | $ 129,380.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Development Services Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| AY | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Bid Tab
Signature Request
Contract for Services

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 498/2025

**Funds Requested:** $ 129,380.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Development Services Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 272-DEVELOPMENT SERVICES FUND | 4971-ENGINEERING | 521000-PROFESSIONAL SERVICES | $129,380.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

RFQ/P #46-018 Impact Fee Study for Hall County

Bid Tab Summary

| **SCORES** | **TischlerBise, Inc.** | **DTA Public Finance, Inc.** |
|---|---|---|
| | **Bethesda, MD** | **Raleigh, NC** |
| Average Technical Scores | 775.00 | 630.00 |
| Average Cost Scores | 125.00 | 200.00 |
| **Total Scores** | **900.00** | **830.00** |
| Cost | $129,380 | $96,590 |

| | |
|---|---|
| Number of bids emailed | 33 |
| Number of bids emailed to Hall Co | 3 |
| Total responses | 2 |
| Number of Hall Co responses | 0 |
| No Bids | 0 |

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Youngblood**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: August 5, 2025

To: David Gibbs, Chairman, BOC

From: Andy Youngblood, Purchasing Manager

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-018

Bid/Contract Name: Impact Fee Study for Hall County

Department(s) Requesting Contract: Public Works

Award Recipient Name: TischlerBise, Inc.

Contract Description:

☐ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: $ N/A

☐ Price Increase Requested Increase Percentage: N/A

☒ Project/Service Contract FY 2026 Estimated Amount:$129,380.00

☐ Product Contract Estimated Amount:

Comment:

This contract is for the study of Hall County impact fees. The FY 2026 Estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Exhibit B – Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #46-018

For the provision of

# Impact Fee Study for Hall County

## ARTICLE #101 – INTRODUCTION

This Contract for Impact Fee Study for Hall County (hereinafter "Services") is made and as entered into as of _____ (execution date) and _____ (effective date) is by and between Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and TischlerBise, Inc. which is principally located at 4701 Sangamore Rd, Suite 240, Bethesda, MD 20816. (hereinafter "Contractor").

**WHEREAS,** 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", and,

**WHEREAS,** nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, 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, and,

**WHEREAS,** 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS,** this contract will become legally binding upon signature and execution by both Parties; and,

**WHEREAS,** any documents, exhibits, attachments, plans, 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, 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 in the Scope of Work. Unapproved work outside the Scope of Work may not be compensated.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet, which shall be fixed and firm for the duration of the contract unless modified by mutual consent via Amendment or 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**
Taylor F. Samples, CPA, MBA
Director of Financial Services
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA 30504
tsamples@hallcounty.org
Ph: 770-531-3900

**COUNTY ISSUING OFFICER**
Andy Penick
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

**CONTRACTOR'S CONTACT INFORMATION**

Contact Names: Carson Bise

Company Name: Tischler Bise, Inc.

Physical Address: 4701 Sangamore Rd S240 Bethesda, MD 20816

**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 five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatic 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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 third-party'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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 Contractor at any time. Should the 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 this 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:
   1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, 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, or maliciously incorrect.
   4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds (if required) 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed written consent of the County.

**ARTICLE #111 – USE OF THIRD PARTIES**

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, if allowed in writing by the County. Any Contract with a third-party must also preserve the rights of the County.

**ARTICLE #112 – 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 #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 AND CONDITIONS**

The County shall not be bound by any terms and conditions included in any Contractor's sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision shall be final, and Contractor will remove the 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 approval.
C. Contractor agrees to obtain prior written approval from the County for the use of sub-contractor(s) to provide the Services described in Scope of Work prior to sub-

contractor(s) performance of work. Such non-disclosure of sub-contractors may result in non-payment for Services.

**ARTICLE #118 – INSURANCE REQUIREMENTS – NOT REQUIRED FOR THIS SERVICE**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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:** 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 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. 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 service 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

**Commercial Auto Liability Insurance:** Required for all service 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 motorist's 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.

**Professional Liability Insurance (Errors & Omissions):** Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.
- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**

The 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 receiving 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. Upon Contract Execution, the County will issue a Notice to Proceed ("NTP") and a Purchase Order ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Contractor's representative in ARTICLE #103 – NOTICES.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County. 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 a NTP will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication

from 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 NTP date to substantial 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 sent solely to accountspayable@hallcounty.org and only after the County inspects and accepts the Services provided. Receipt of the Services and/or materials do not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in Exhibit C – Mandatory Cost Proposal Worksheet.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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.
3. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted. The County does not pay for services not yet received but only in arrears except by written acceptance of pre-payment or deposit.
4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.
5. Contractor must submit Applications for Payment (Pay Apps) in accordance with the Conditions of the Contract.
6. If monthly progress payments are agreed upon, then County will make such payments upon inspection of services completed by the County's Project Manager. Additionally, the County may employ Engineers of Record.
7. Prior to Substantial Completion, progress payments in an amount equal to 95% of the value of the work completed and 95% percent of the value of materials and equipment not incorporated in the Work but delivered and suitably stored, in each case, the aggregate of payments previously made.
8. Retainage payments shall be paid by County after final acceptance of work.

**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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. --The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS (Not 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 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 the 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 required)**

The County will retain and withhold funds from compensation in compliance with Georgia law. The County may hold up to five-percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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. The County retains the right to "red line" sections of the Contractor'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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.

16. 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.
17. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. 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 addresses exist on the PO.
20. The County shall have the right to inspect all goods or services at the time and place of delivery. The risk of loss of goods shall pass to the County upon completion and final acceptance of the project delivery.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
23. Contractor agrees not to assign, in full or in part, this Contract to another party without the County's expressed written consent. Any attempted assignment or delegation shall void and make ineffectual this Contract for all intents and purposes.
24. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
25. This 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.
26. All goods and services supplied pursuant to a PO shall, unless otherwise stated, 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. All media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid for in full by the County are considered County property and shall be delivered to the County upon request.
28. If 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.
29. 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. Thus, the Supplier certifies that it and its sub-Contractors have not been debarred, suspended, or declared ineligible by any agency of the County, State of Georgia, or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
30. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
31. 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. The Supplier shall charge the County the exact amount of freight, delivery, handling, and insurance charges the Supplier incurs.
32. The County does not pay late fees nor interest charges.

33. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
34. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.
35. The Supplier certifies that it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

-End-

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

Print Contractor's Full Legal Name Below:

L. Carson Bise (TischlerBise, Inc)

By: _____

Print Name: L. Carson Bise

Title: President

Sworn to and subscribed before me this

5 Day of August, 2025.

Notary Public: _____

Notary commission expires: 02/19/2029

[Locus Sigilli – Seat or Stamp]

Michael R Miller-Mercer
Notary Public
Montgomery County, MD
My Commission Expires: February 19, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 445/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category A, Transportation Improvement Design for Public Works & Utilities to:

- AtkinsRealis USA, Inc. of Atlanta GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Keck & Wood, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- Columbia Engineering and Services Inc. of Duluth, GA
- Moffatt & Nichol of Atlanta, GA
- S&ME Inc. of Duluth GA
- Holt Consulting Company, LLC of Duluth, GA
- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
- Dewberry Engineers, Inc. of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category A, Transportation Improvement Design for Public Works & Utilities to:

- AtkinsRealis USA, Inc. of Atlanta GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Keck & Wood, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- Columbia Engineering and Services Inc. of Duluth, GA
- Moffatt & Nichol of Atlanta, GA
- S&ME Inc. of Duluth GA
- Holt Consulting Company, LLC of Duluth, GA
- TTL, Inc. of Atlanta, GA
- RS&H, Inc of Atlanta, GA
- Dewberry Engineers, Inc. of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- KCI Technologies, Inc. of Duluth, GA
- CDM Smith Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

The estimated annual cost to exceed $50,000.00.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Bid Tabulation
Signature Request - Category A - Transportation
Contract - AtkinsRealis
Contract - Infrastructure Consulting (ICE)
Contract - Keck & Wood
Contract - Precision Planning (PPI)
Contract - Columbia Engineering
Contract - Moffatt & Nichol
Contract - S & ME
Contract - Holt
Contract - TTL
Contract - RS & H
Contract - Dewberry
Contract - Croy
Contract - Thomas & Hutton
Contract - KCI
Contract - CDM Smith
Contract - Heath & Lineback
Contract - Kimley-Horn

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 445/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

RFQ/P #46-001, Demand Services for Civil Engineering - Transportation

Bid Tab Summary

| SCORES | Heath & Lineback | TTL | Atlas | Falcon Design | ICE | AtkinsRealis |
|---|---|---|---|---|---|---|
| | | | | | | |
| Average Technical Scores | 954.17 | 875.00 | 658.33 | 404.17 | 825.00 | 870.83 |
| **Total Scores** | **954.17** | **875.00** | **658.33** | **404.17** | **825.00** | **870.83** |

| SCORES | Keck & Wood | Hussey Gay Bell | KCI | RK & K | RK Shah | CDM Smith |
|---|---|---|---|---|---|---|
| | | | | | | |
| Average Technical Scores | 954.17 | 645.83 | 987.50 | 612.50 | 687.50 | 758.33 |
| **Total Scores** | **954.17** | **645.83** | **987.50** | **612.50** | **687.50** | **758.33** |

| SCORES | Columbia | S & ME | WSB | PPI | Croy | Holt |
|---|---|---|---|---|---|---|
| | | | | | | |
| Average Technical Scores | 962.50 | 762.50 | 675.00 | 925.00 | 837.50 | 837.50 |
| **Total Scores** | **962.50** | **762.50** | **675.00** | **925.00** | **837.50** | **837.50** |

| SCORES | Dewberry | RS & H | Kimley-Hron | Thomas & | Moffatt & Nichol |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 745.83 | 775.00 | 1000.00 | 875.00 | 704.17 |
| **Total Scores** | **745.83** | **775.00** | **1000.00** | **875.00** | **704.17** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 23 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category A – Transportation Improvement Design

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Atkins Realis USA, Inc. of Atlanta GA, Infrastructure Consulting & Engineering, LLC of Norcross, GA, Keck & Wood, Inc. of Duluth, GA, Precision Planning, Inc. of Lawrenceville, GA, Columbia Engineering and Services Inc. of Duluth, GA, Moffatt & Nichol of Atlanta, GA, S & ME Inc. of Duluth GA, Holt Consulting Company, LLC of Duluth, GA, TTL, Inc. of Atlanta, GA, RS & H, Inc of Atlanta, GA, Dewberry Engineers, Inc. of Atlanta, GA, Croy Engineering, LLC of Marietta, GA, Thomas Hutton Engineering Co., of Buford, GA, KCI technologies, Inc. of Duluth, GA, CDM Smith Inc. of Atlanta, GA, Kimley-Horn Associates, Inc. of Atlanta, GA. and Heath and Lineback of Marietta, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category

A – Transportation Improvement Design, of Demand Services for Civil Engineering Services is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 7th, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Infrastructure Consulting & Engineering, LLC, located at 4940 Peachtree Industrial Blvd, Norcross, GA 30071 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Tyler McIntosh, PE

Title: Vice President - Georgia Transportation

Company Name: Infrastructure Consulting & Engineering, LLC

Physical Address: 4940 Peachtree Industrial Blvd

City, State, ZIP: Norcross, GA 30071

Email: tyler.mcintosh@ice-eng.com

Phone: 404-867-2658

**REMIT TO ADDRESS (if different):** 110 Midlands Court, West Columbia, SC 29169

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Infrastructure Consulting & Engineering, LLC

By: _____

Print Name: Tyler McIntosh, PE

Title: Vice President - Georgia Transportation

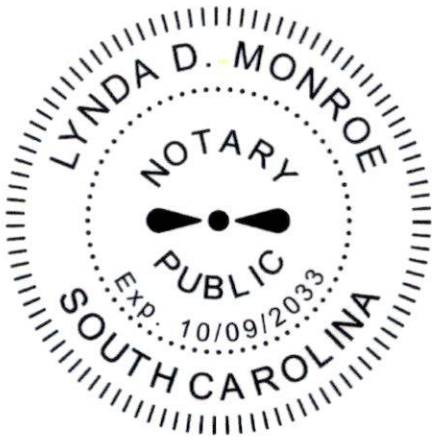
Sworn to and subscribed before me this

7th Day of May, 2025.

Notary Public: _____

Notary commission expires: 10/9/2033

[Locus Sigilli – Seal or Stamp]




**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Keck & Wood, Inc., located at 3090 Premiere Parkway, Suite 200, Duluth, Georgia 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Daniel Sabia, PE

Title: Associate Vice President

Company Name: Keck & Wood, Inc.

Physical Address: 3090 Premiere Parkway, Suite 200

City, State, ZIP: Duluth, Georgia 30097

Email: dsabia@keckwood.com

Phone: 803-727-6499 (mobile) | 678-417-4000 (main)

**REMIT TO ADDRESS (if different):** same

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense *to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.* 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.

26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Keck & Wood, Inc.

By: _____

Print Name: Rob Jacquette, PE, PTOE, MBA

Title: Vice President | Chief Operating Officer

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: _____

Notary commission expires: Aug 4, 2028

[Locus Sigilli – Seal or Stamp]

KIMBERLY ROBERTS
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
AUGUST
04
2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Precision Planning, Inc., located at 400 Pike Boulevard, Lawrenceville, GA 30046 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jimmy Parker, P.E.

Title: Executive Vice President

Company Name: Precision Planning, Inc.

Physical Address: 400 Pike Boulevard

City, State, ZIP: Lawrenceville, GA 30046

Email: jparker@ppi.us

Phone: 770-338-8172

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Precision Planning, Inc.

By: _____

Print Name: Jimmy Parker, P.E.

Title: Executive Vice President

Sworn to and subscribed before me this

6th Day of May, 2025.

Notary Public: _____

Notary commission expires: 4/6/2027

[Locus Seal - Notary Stamp]

KATHY F. BARKER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA APRIL 6, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Columbia Engineering and Services, Inc., located at 2862 Buford Highway, Ste. 200, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Paul Cook

Title: President

Company Name: Columbia Engineering and Services, Inc.

Physical Address: 2862 Buford Highway, Ste. 200

City, State, ZIP: Duluth, GA 30096

Email: pcook@columbia-engineering.com

Phone: 770.925.0357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul Cook

Title: President

Sworn to and subscribed before me this

2 Day of May, 2025.

Notary Public: Tracy Waldron

Notary commission expires: 07/25/2027

[Locus Sigilli – Seal or Stamp]

TRACY WALDRON NOTARY EXPIRES GEORGIA 07-25-2027 PUBLIC FORSYTH COUNTY

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Moffatt & Nichol, located at 1201 Peachtree Street NE, Suite 1106, Atlanta, GA 30361 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Ron Osterloh

Title: Vice President

Company Name: Moffatt & Nichol

Physical Address: 1201 Peachtree Street NE, Suite 1106

City, State, ZIP: Atlanta, GA 30361

Email: rosterloh@moffattnichol.com

Phone: 404-419-5620

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Ronald W Osterloh

By: Moffatt & Nichol

Print Name: Ronald W Osterloh

Title: Vice President

Sworn to and subscribed before me this

24th Day of June, 2025.

Notary Public: Tara Olsen

Notary commission expires: 01/20/2026

[Locus sigilli: use seal stamp]

TARA OLSEN
NOTARY PUBLIC
EFFINGHAM COUNTY, GEORGIA
My Commission Expires
01-20-2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and S&ME, Inc., located at 4350 River Green Parkway, Suite 200, Duluth, Ga 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jamie Keown

Title: Project Manager

Company Name: S&ME, Inc.

Physical Address: 4350 River Green Parkway Suite 200

City, State, ZIP: Duluth, Ga 30096

Email: jkeown@smeinc.com

Phone: 678-618-1961

**REMIT TO ADDRESS (if different):** PNC Bank C/O S&ME, Inc.

Lockbox #640079, 500 1st Ave, Pittsburgh, PA 15219

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract:**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

S&ME, Inc.

By: Jamie Keown

Print Name: Jamie Keown

Title: Project Manager

Sworn to and subscribed before me this

10th Day of May, 2025.

Notary Public: Laura Reul

Notary commission expires: Aug 3, 2027

[Locus Sigilli – Seal or Stamp]

LAURA REUL NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 03, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Holt Consulting Company, LLC, located at 2915 Premiere Parkway, Suite 125, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Brad Gowen

Title: Project Manager

Company Name: Holt Consulting Company, LLC

Physical Address: 2915 Premiere Parkway, Suite 125

City, State, ZIP: Duluth, GA 30097

Email: bgowen@holtconsultingco.com

Phone: 404.580.1314

**REMIT TO ADDRESS (if different):** 2801 Devine Street, Suite 201, Columbia, SC 29205

email invoices to: accounting@holtconsultingco.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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Holt Consulting Company, LLC

By: _____

Print Name: Paul A. Holt

Title: Principal

Sworn to and subscribed before me this

5th Day of May, 2025.

Notary Public: _____

Notary commission expires: April 22, 2029

[Locus Sigilli – Seal or Stamp]

JILL S. GILBERT
NOTARY
PUBLIC
SOUTH CAROLINA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on July 1, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and TTL, Inc., located at 5256 Peachtree Rd. NE Ste 140, Atlanta, GA 30341 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 / STANDARD OF CARE**

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. Contractor is a provider of professional services and shall perform services using the degree of care and skill ordinarily exercised by reputable members of our profession operating in the same location and time frame.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jennfer Harper

Title: Vice President, Regional Leader GA.

Company Name: TTL, Inc.

Physical Address: 5256 Peachtree Rd. NE, Ste 140

City, State, ZIP: Atlanta, GA 30341

Email: jennifer.harper@ttlusa.com

Phone: 978-575-1490

**REMIT TO ADDRESS (If different):** PO Drawer 1128, Tuscaloosa, AL 35403

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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 Exhibit C – Cost Proposal Bid Form.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment

terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this solicitation**

**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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense (losses), but only to the extent such losses are found to be arising from the Contractor's negligent performance of services. This includes attorney fees because of any liability imposed by law upon the County, except to the extent 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

TTL, Inc.

By: _____

Print Name: Jim Poland

Title: Senior Vice-President

Sworn to and subscribed before me this

1 Day of July, 2025.

Notary Public: Lynn Smith

Notary commission expires: Oct 14, 2026

[Locus Sigilli – Seal or Stamp]

STATE OF ALABAMA NOTARY PUBLIC

LYNN SMITH
My Commission Expires
October 14, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
**Senior Assistant County Attorney**

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and RS&H, Inc._____, located at 1349 W. Peachtree St., NE, Suite 2000, Atlanta, GA 30309 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Christian B. Jackson, PE, LEED AP

Title: Senior Vice President

Company Name: RS&H, Inc.

Physical Address: 1349 W. Peachtree St. NE, Suite 2000

City, State, ZIP: Atlanta, GA 30309

Email: Chris.Jackson@rsandh.com

Phone: 678-528-7236

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 #1 03 –NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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 amounting to a deviation from the standard of care causes the County to incur costs, the County may deduct the amount of such actual 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.

CI. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this 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.

CII. **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.

CIII. The Contractor must not factor or assign payments to another entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

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

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

RS&H, Inc.

By: _____

Print Name: Christian B. Jackson, PE, LEED AP

Title: Senior Vice President

Sworn to and subscribed before me this

8TH Day of MAY, 2025.

Notary Public: _____

Notary commission expires: DECEMBER 21, 2027

[Locus Sigilli – Seal or Stamp]

JULIE S HUFF
NOTARY PUBLIC
MY COMMISSION EXPIRES
DECEMBER 21, 2027
FULTON COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Dewberry Engineers Inc., located at 2951 Flowers Road South, Suite 102, Atlanta GA 30341 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Duncan Hastie
Title: Senior Vice President
Company Name: Dewberry Engineers Inc.
Physical Address: 2957 Flowers Road South, Suite 102
City, State, ZIP: Atlanta, GA 30341
Email: dhastie@dewberry.com
Phone: 678.571.0651

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 to the extent allowable by applicable law the contractor will be afforded opportunity to redact any information considered proprietary prior to public disclosure.

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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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 Exhibit C – Cost Proposal Bid Form.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.

25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof. The standard of care for all professional services performed or furnished by the Contractor under this Agreement will be the care and skill used by members of the Contractor's profession practicing under similar circumstances at the same time and in the same locality.
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Dewberry Engineers Inc.

By: Duncan Hastie

Print Name: Duncan Hastie

Title: Senior Vice President

Sworn to and subscribed before me this

7th Day of May, 2025.

Notary Public: [signature]

Notary commission expires: 8/16/27

[Locus Sigilli – Seal or Stamp]

**HALL COUNTY, GEORGIA**

By: _____

David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

LESLEY BURAS
Notary Public, Georgia
Cobb County
My Commission Expires
August 16, 2027

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/5/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Croy Engineering, LLC, located at 200 Cobb Parkway N, Bldg 400, Ste 413, Marietta, GA 30062 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Gregory D. Teague

Title: CEO

Company Name: Croy Engineering, LLC

Physical Address: 200 Cobb Parkway N, Bldg. 400, Ste 413

City, State, ZIP: Marietta, GA 30062

Email: gteague@croyeng.com

Phone: 770-971-5407

**REMIT TO ADDRESS (if different):** _____

**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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
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jdorough@hallcounty.org
Ph: (770) 535-8270

**CONTRACTOR'S CONTACT INFORMATION**

Name: _____

Title: _____

Company Name: _____

Physical Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Croy Engineering, LLC

By: _____

Print Name: Gregory D. Teague, PE

Title: CEO

Sworn to and subscribed before me this

05 Day of May, 2025.

Notary Public: _____

Notary commission expires: 12/13/25

BARB HICKS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA 12/13/2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Thomas & Hutton Engineering Co., located at 5074 Bristol Industrial Way, Suite A Buford, GA 30518 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: James C. (Jimmy) Garrison, III, PE

Title: Principal/Project Manager

Company Name: Thomas & Hutton Engineering Co.

Physical Address: 5074 Bristol Industrial Way Suite A

City, State, ZIP: Buford, Georgia 30518

Email: garrison.j@tandh.com

Phone: 678-730-1871

**REMIT TO ADDRESS (if different):**

PO Box 936164 Atlanta GA 31193-6164

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 of the following events shall constitute cause for a Party to declare default of obligations under this 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 expressed 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

7. 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

G. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. The Contractor must maintain the following insurance coverage during the term of the Contract, in the amounts set forth below, to cover all loss and liability for damages 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: 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 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. 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

**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.

- $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 motorist's 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.**

**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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

~~B.~~ 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 Exhibit C – Cost Proposal Bid Form.

~~C.~~

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is, accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

~~E.~~ 3. The County does not pay for services not yet received but only in arrears.

~~F.~~ 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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 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", "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" and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 services as valid.
13. The County does not accept substitutions of services that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver to the appropriate ship-to address.
20. Risk of loss shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of services does not constitute acceptance.
22. Receipt of services does not constitute acceptance.
23. Title shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that are merchantable, and the Supplier has a legal right to deliver the services and as described herein.
25. The County shall have the right to inspect all services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

28. This 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 services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

**Additions:**

**DELIVERABLES.** County shall not reuse or make any modification to the Deliverables without the prior written authorization of Contractor. County agrees, to the fullest extent permitted by law, to waive any and all claims against Contractor, its officers, directors, employees, and subconsultants (collectively, Contractor) for any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Deliverables by County or any person or entity that acquires or obtains the Deliverables from or through County without the written authorization of Contractor.

Under no circumstances shall the transfer of ownership of Contractor's drawings, specifications, electronic files, or other instruments of service be deemed a sale by Contractor, and Contractor makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**LIMITS OF LIABILITY**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either County or Contractor. Contractor's services under this Agreement are being performed solely for DHL's benefit, and no other party or entity shall have any claim against Contractor because of this Agreement or the performance or nonperformance of services hereunder.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Contractor and Contractor's officers, directors, partners, employees, and subconsultants, and any of them, to County and anyone claiming by or through County (including, but not limited to construction contractors and subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed $500,000 or Contractor's fee for services rendered under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

**CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither County nor Contractor, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

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

Print Company's Full Legal Name Below:

Thomas & Hutton Engineering Co.

By: _____

Print Name: Benny K. Jones, Jr.

Title: Senior Vice President / COO

Sworn to and subscribed before me this

5 Day of May, 2025.

Notary Public: Tonya Woods

Notary commission expires: 2.26.2029

TONYA WOODS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 26, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KCI Technologies, Inc., located at 2160 Satellite Blvd, Ste 130, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Kerrie Boyette

Title: Vice President

Company Name: KCI Technologies, Inc.

Physical Address: 2160 Satellite Blvd, Ste 130

City, State, ZIP: Duluth, GA 30097

Email: kerrie.boyette@kci.com

Phone: 470-299-1385

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

KCI Technologies, Inc.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Sworn to and subscribed before me this

25th Day of June, 2025.

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029
[Locus Sigilli – Seal or Stamp]

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
MAY 20 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

N[illegible]

Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and CDM Smith Inc., located at 75 State Street, Suite 701 Boston, Massachusetts 02109 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Charles K. Deeb

Title: Principal I Client Service Leader

Company Name: CDM Smith Inc.

Physical Address: 2100 Riveredge Parkway Suite 1250

City, State, ZIP: Atlanta, GA 30328

Email: deebck@cdmsmith.com

Phone: 404.720.1226

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

CDM Smith Inc.

By: Charles K. Deeb

Print Name: Charles K. Deeb

Title: Principal I Client Service Leader

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public: Julie Robinson

Notary commission expires: 5/24/26
[Locus Sigilli – Seal or Stamp]

**JULIE ROBINSON**
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/8/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and BCC Engineering, LLC d/b/a Heath & Lineback, located at 2390 Canton Road, Bldg 200, Marietta, GA 30066 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: W. Allen Krivsky

Title: Senior Vice President

Company Name: BCC Engineering, LLC d/b/a Heath & Lineback

Physical Address: 2390 Canton Road Bldg. 200

City, State, ZIP: Marietta, GA 30066

Email: akrivsky@heath-lineback.com

Phone: 770-424-1668

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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.

G. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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.

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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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.

evidence of proof of coverage at least in the amounts indicated in this subsection. The COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

**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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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

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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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-

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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to

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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense. This includes reasonable 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

BCC Engineering, LLC dba Heath & Lineback

By: W. Allen Krivsky

Print Name: W. Allen Krivsky, PE

Title: Senior Vice President

Sworn to and subscribed before me this

14th Day of July, 2025.

Notary Public: Lisa DeFriese

My commission expires: 07/27/2026

[Notarial Seal or Stamp]

LISA DEFRIESE NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Kimley-Horn and Associates, Inc., located at 1200 Peachtree Street NE, Atlanta, GA 30309 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Clark Kennedy, PE, PTOE, RSP

Title: Associate

Company Name: Kimley-Horn and Associates, Inc.

Physical Address: 1200 Peachtree Street NE, Suite 800

City, State, ZIP: Atlanta, GA 30309

Email: clark.kennedy@kimley-horn.com

Phone: 470 579 4978

**REMIT TO ADDRESS (if different):** N/A

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, or omissions for the Consultant, in the performance of this Contract. This indemnification obligation shall not apply to any loss or damage caused by the negligence of third-parties or the County.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment,

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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Kimley-Horn and Associates, Inc.

By: Kenn Fink

Print Name: Kenn Fink, PE

Title: Principal/Senior Vice President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: Ashley Turner

Notary commission expires: June 9, 2025

[Locus Sigilli – Seal or Stamp]

STATE OF GEORGIA NOTARY PUBLIC
ASHLEY TURNER
Notary Public, Georgia
Coweta County
My Commission Expires
June 09, 2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 449/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering, Category B, Survey Services, for Public Works & Utilities to:

- CDM Smith Inc. of Atlanta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- KCI Technologies, Inc. of Duluth, GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Atlas Technical Consultants, LLC of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering, Category B, Survey Services, for Public Works & Utilities to:

- CDM Smith Inc. of Atlanta, GA
- Thomas & Hutton Engineering Co. of Buford, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- Precision Planning, Inc. of Lawrenceville, GA
- KCI Technologies, Inc. of Duluth, GA
- Infrastructure Consulting & Engineering, LLC of Norcross, GA
- Atlas Technical Consultants, LLC of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tabulation
Signature Request - Category B - Survey
Contract - CDM Smith
Contract - Thomas & Hutton
Contract - Croy
Contract - Columbia Engineering
Contract - Precision Planning (PPI)
Contract - KCI
Contract - Infrastructure Consulting (ICE)
Contract - Atlas
Contract - AtkinsRealis

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 449/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

RFQ/P #46-001, Demand Services for Civil Engineering - Survey

Bid Tab Summary

| SCORES | Atlas | Atkins Realis | PPI | Falcon Design | Croy |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 787.50 | 904.17 | 904.17 | 562.50 | 933.33 |
| **Total Scores** | **787.50** | **904.17** | **904.17** | **562.50** | **933.33** |

| SCORES | ICE | Nandia | Thomas & Hutton | CDM | Columbia Engineering |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 750.00 | 616.67 | 854.17 | 845.83 | 954.17 |
| **Total Scores** | **750.00** | **616.67** | **854.17** | **845.83** | **954.17** |

| SCORES | KCI |
|---|---|
| | |
| Average Technical Scores | 991.67 |
| **Total Scores** | **991.67** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 7 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

HALL COUNTY
GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category B– Survey Services

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: CDM Smith Inc. of Atlanta, GA, Thomas & Hutton Engineering Co. of Buford, GA, Croy Engineering, LLC of Marietta, GA, Columbia Engineering and Services, Inc. of Duluth, GA, Precision Planning Inc. of Lawrenceville, GA, KCI Technologies, Inc. of Duluth, GA, Infrastructure Consulting & Engineering, LLC of Norcross, GA, Atlas Technical Consultants, LLC of Duluth, GA, and Atkins Realis USA, Inc. of Atlanta, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category B – Survey Services, of Demand Services for Civil Engineering Services, is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point

award of seven hundred (700) or above, be awarded a contract to provide a bigger pool from which to choose when issuing task orders. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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INANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and CDM Smith Inc., located at 75 State Street, Suite 701 Boston, Massachusetts 02109 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Charles K. Deeb

Title: Principal I Client Service Leader

Company Name: CDM Smith Inc.

Physical Address: 2100 Riveredge Parkway Suite 1250

City, State, ZIP: Atlanta, GA 30328

Email: deebck@cdmsmith.com

Phone: 404.720.1226

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

CDM Smith Inc.

By: Charles K. Deeb

Print Name: Charles K. Deeb

Title: Principal I Client Service Leader

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public: Julie Robinson

Notary commission expires: 5/24/26
[Locus Sigilli – Seal or Stamp]

**JULIE ROBINSON**
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Thomas & Hutton Engineering Co., located at 5074 Bristol Industrial Way, Suite A Buford, GA 30518 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: James C. (Jimmy) Garrison, III, PE

Title: Principal/Project Manager

Company Name: Thomas & Hutton Engineering Co.

Physical Address: 5074 Bristol Industrial Way Suite A

City, State, ZIP: Buford, Georgia 30518

Email: garrison.j@tandh.com

Phone: 678-730-1871

**REMIT TO ADDRESS (if different):**

PO Box 936164 Atlanta GA 31193-6164

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 of the following events shall constitute cause for a Party to declare default of obligations under this 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 expressed 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

7. 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

G. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. The Contractor must maintain the following insurance coverage during the term of the Contract, in the amounts set forth below, to cover all loss and liability for damages 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: 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 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. 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

**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.

- $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 motorist's 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.**

**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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

~~B.~~ 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 Exhibit C – Cost Proposal Bid Form.

~~C.~~

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is, accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

~~E.~~ 3. The County does not pay for services not yet received but only in arrears.

~~F.~~ 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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 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", "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" and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 services as valid.
13. The County does not accept substitutions of services that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver to the appropriate ship-to address.
20. Risk of loss shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of services does not constitute acceptance.
22. Receipt of services does not constitute acceptance.
23. Title shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that are merchantable, and the Supplier has a legal right to deliver the services and as described herein.
25. The County shall have the right to inspect all services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

28. This 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 services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

**Additions:**

**DELIVERABLES.** County shall not reuse or make any modification to the Deliverables without the prior written authorization of Contractor. County agrees, to the fullest extent permitted by law, to waive any and all claims against Contractor, its officers, directors, employees, and subconsultants (collectively, Contractor) for any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Deliverables by County or any person or entity that acquires or obtains the Deliverables from or through County without the written authorization of Contractor.

Under no circumstances shall the transfer of ownership of Contractor's drawings, specifications, electronic files, or other instruments of service be deemed a sale by Contractor, and Contractor makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**LIMITS OF LIABILITY**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either County or Contractor. Contractor's services under this Agreement are being performed solely for DHL's benefit, and no other party or entity shall have any claim against Contractor because of this Agreement or the performance or nonperformance of services hereunder.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Contractor and Contractor's officers, directors, partners, employees, and subconsultants, and any of them, to County and anyone claiming by or through County (including, but not limited to construction contractors and subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed $500,000 or Contractor's fee for services rendered under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

**CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither County nor Contractor, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

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

Print Company's Full Legal Name Below:

Thomas & Hutton Engineering Co.

By: _____

Print Name: Benny K. Jones, Jr.

Title: Senior Vice President / COO

Sworn to and subscribed before me this

5 Day of May, 2025.

Notary Public: Tonya Woods

Notary commission expires: 2.26.2029

TONYA WOODS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 26, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/5/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Croy Engineering, LLC, located at 200 Cobb Parkway N, Bldg 400, Ste 413, Marietta, GA 30062 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Gregory D. Teague

Title: CEO

Company Name: Croy Engineering, LLC

Physical Address: 200 Cobb Parkway N, Bldg. 400, Ste 413

City, State, ZIP: Marietta, GA 30062

Email: gteague@croyeng.com

Phone: 770-971-5407

**REMIT TO ADDRESS (if different):** _____

**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, 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**

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Ph: 7770-531-6800

**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 INFORMATION**

Name: _____

Title: _____

Company Name: _____

Physical Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Croy Engineering, LLC

By: _____

Print Name: Gregory D. Teague, PE

Title: CEO

Sworn to and subscribed before me this

05 Day of May, 2025.

Notary Public: _____

Notary commission expires: 12/13/25

BARB HICKS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA 12/13/2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Columbia Engineering and Services, Inc., located at 2862 Buford Highway, Ste. 200, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Paul Cook

Title: President

Company Name: Columbia Engineering and Services, Inc.

Physical Address: 2862 Buford Highway, Ste. 200

City, State, ZIP: Duluth, GA 30096

Email: pcook@columbia-engineering.com

Phone: 770.925.0357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul Cook

Title: President

Sworn to and subscribed before me this

2 Day of May, 2025.

Notary Public: Tracy Waldron

Notary commission expires: 07/25/2027

[Locus Sigilli – Seal or Stamp]

TRACY WALDRON NOTARY EXPIRES GEORGIA 07-25-2027 PUBLIC FORSYTH COUNTY

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Precision Planning, Inc., located at 400 Pike Boulevard, Lawrenceville, GA 30046 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jimmy Parker, P.E.

Title: Executive Vice President

Company Name: Precision Planning, Inc.

Physical Address: 400 Pike Boulevard

City, State, ZIP: Lawrenceville, GA 30046

Email: jparker@ppi.us

Phone: 770-338-8172

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Precision Planning, Inc.

By: _____

Print Name: Jimmy Parker, P.E.

Title: Executive Vice President

Sworn to and subscribed before me this

6th Day of May, 2025.

Notary Public: _____

Notary commission expires: 4/6/2027

[Locus Seal - Notary Stamp]

KATHY F. BARKER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA APRIL 6, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KCI Technologies, Inc., located at 2160 Satellite Blvd, Ste 130, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Kerrie Boyette

Title: Vice President

Company Name: KCI Technologies, Inc.

Physical Address: 2160 Satellite Blvd, Ste 130

City, State, ZIP: Duluth, GA 30097

Email: kerrie.boyette@kci.com

Phone: 470-299-1385

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

KCI Technologies, Inc.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Sworn to and subscribed before me this

25th Day of June, 2025.

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029
[Locus Sigilli – Seal or Stamp]

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
MAY 20 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

N[illegible]

Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 7th, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Infrastructure Consulting & Engineering, LLC, located at 4940 Peachtree Industrial Blvd, Norcross, GA 30071 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Tyler McIntosh, PE

Title: Vice President - Georgia Transportation

Company Name: Infrastructure Consulting & Engineering, LLC

Physical Address: 4940 Peachtree Industrial Blvd

City, State, ZIP: Norcross, GA 30071

Email: tyler.mcintosh@ice-eng.com

Phone: 404-867-2658

**REMIT TO ADDRESS (if different):** 110 Midlands Court, West Columbia, SC 29169

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Infrastructure Consulting & Engineering, LLC

By: _____

Print Name: Tyler McIntosh, PE

Title: Vice President - Georgia Transportation

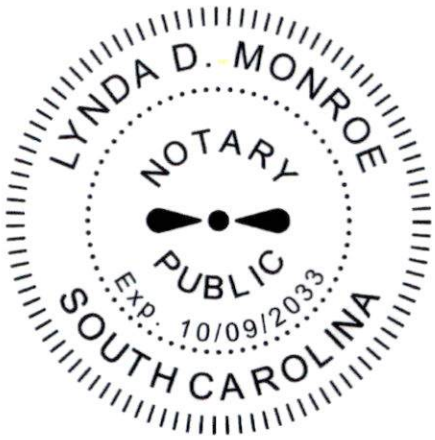
Sworn to and subscribed before me this

7th Day of May, 2025.

Notary Public: _____

Notary commission expires: 10/9/2033

[Locus Sigilli – Seal or Stamp]




**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlas Technical Consultants LLC, located at 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Todd Long

Title: South Atlantic Division Lead

Company Name: Atlas Technical Consultants, LLC

Physical Address: 2450 Commerce Ave Ste. 100

City, State, ZIP: Duluth, GA 30096

Email: todd.long@oneatlas.com

Phone: 770-530-9194

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Atlas Technical Consultants LLC**

By: _____

Print Name: Todd I. Long

Title: South Atlantic Division Lead

**Hall County, Georgia**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: _____

Notary commission expires: 8,15.2026

[Locus Sigilli – Seal or Stamp]

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 450/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category C, Construction Management Services for Public Works & Utilities to:

- ECS Southeast, LLC of Lawrenceville, GA
- BM & K Inc. of Braselton, GA
- United Consulting Group, Ltd. of Norcross, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- TTL, Inc. of Atlanta, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- CDM Smith, Inc. of Atlanta, GA
- Thomas Hutton Engineering Co. of Buford, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
- Croy Engineering, LLC of Marietta, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category C, Construction Management Services for Public Works & Utilities to:

- ECS Southeast, LLC of Lawrenceville, GA
- BM & K Inc. of Braselton, GA
- United Consulting Group, Ltd. of Norcross, GA
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- CDM Smith, Inc. of Atlanta, GA
- Thomas Hutton Engineering Co. of Buford, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA
- Croy Engineering, LLC of Marietta, GA

The estimated annual cost to exceed $50,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| DA | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Bid Tabulation
Signature Request - Construction Management
Contract - ECS Southeast
Contract - BM & K
Contract - United Consulting
Contract - Kimley-Horn
Contract - TTL
Contract - AtkinsRealis
Contract - KCI
Contract - Atlas
Contract - CDM Smith
Contract - Thomas & Hutton
Contract - Heath & Lineback

Contract - Croy

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 450/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

RFQ/P #46-001, Demand Services for Civil Engineering - Construction Management

Bid Tab Summary

| SCORES | Falcon Design | Heath & Lineback | Atlas | Atkins | TTL |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 408.33 | 733.33 | 808.33 | 904.17 | 962.50 |
| **Total Scores** | **408.33** | **733.33** | **808.33** | **904.17** | **962.50** |

| SCORES | ECS | BM & K | RK & K | United Consulting | KCI |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 908.33 | 833.33 | 691.67 | 1000.00 | 987.50 |
| **Total Scores** | **908.33** | **833.33** | **691.67** | **1000.00** | **987.50** |

| SCORES | Columbia Engineering | Kimley-Horn | WSB | Gerrard | Croy |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 687.50 | 758.33 | 683.33 | 612.50 | 845.83 |
| **Total Scores** | **687.50** | **758.33** | **683.33** | **612.50** | **845.83** |

| SCORES | CDM Smith | Thomas & Hutton |
|---|---|---|
| | | |
| Average Technical Scores | 904.17 | 766.67 |
| **Total Scores** | **904.17** | **766.67** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 38 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category C – Construction Management

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: ECS Southeast, LLC of Lawrenceville, GA, BM & K Inc. of Braselton, GA, United Consulting Group, Ltd. of Norcross, GA, Kimley-Horn and Associates, Inc. of Atlanta, GA, TTL, Inc. of Atlanta, GA, AtkinsRealis USA, Inc of Atlanta, GA, KCI Technologies, Inc. of Duluth, GA, Atlas Technical Consultants, LLC of Duluth, GA, CDM Smith, Inc. of Atlanta, GA Thomas Hutton Engineering, Co. of Buford, GA, Heath and Lineback of Marietta, GA, and Croy Engineering, LLC of Marietta, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category C – Construction Services, of Demand Services for Civil Engineering Services is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point

award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

## EXHIBIT B - CONTRACT FOR SERVICES

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and ECS Southeast, LLC, located at 1550 North Brown Road, Suite 140, Lawrenceville, GA 30043 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Brian Schiessle, PE

Title: Office Manager/Vice President

Company Name: ECS Southeast, LLC

Physical Address: 1550 North Brown Road, Suite 140

City, State, ZIP: Lawrenceville, GA 30043

Email: bschiessle@ecslimited.com

Phone: 404.326.3149

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

ECS Southeast, LLC

By: _____

Print Name: Benjamin B. Temple, PE

Title: Sr. Vice President

Sworn to and subscribed before me this

6th Day of May, 2025.

Notary Public: _____

Notary commission expires: 08.29.2028

[Locus Sigilli – Seal or Stamp]

PATRICIA V. HOWARD-REGAN NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 08/29/2028 COBB COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and BM & K, Inc. located at 6700 Highway 53, Braselton, Ga 30517(hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Donald B. Clerici

Title: President

Company Name: BM & K, Inc.

Physical Address: 6700 Highway 53

City, State, ZIP: Braselton, GA 30517

Email: dclerici@bmandkinc.com

Phone: 706-215-0003+

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

BM&K, Inc.

By: _____

Print Name: Donald B. Clerici, PE

Title: President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: _____

Notary commission expires: 5/23/26

[Locus Sigillum: Seal or Stamp]

SHARON L. ANDERSON
NOTARY PUBLIC
JACKSON COUNTY, GEORGIA
COMMISSION EXPIRES
MAY 23, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on TBD and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and United Consulting Group, Ltd. (dba United Consulting), located at 625 Holcomb Bridge Road; Norcross, GA 30071 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Reza Abree, P.E.

Title: CEO/President

Company Name: United Consulting Group, Ltd. (dba United Consulting)

Physical Address: 625 Holcomb Bridge Rd.

City, State, ZIP: Norcross, GA 30071

Email: information@unitedconsulting.com

Phone: 770.209.0029

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

United Consulting Group, Ltd. (dba United Consulting)

By: _____

Print Name: Reza Abree, P.E.

Title: CEO/President

Sworn to and subscribed before me this

16 Day of April, 2025.

Notary Public: _____

Notary commission expires: 12.1.28

[Locus Sigilli – Seal or Stamp]

JAYLA YOUNG
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/01/2028
GWINNETT COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Kimley-Horn and Associates, Inc., located at 1200 Peachtree Street NE, Atlanta, GA 30309 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Clark Kennedy, PE, PTOE, RSP

Title: Associate

Company Name: Kimley-Horn and Associates, Inc.

Physical Address: 1200 Peachtree Street NE, Suite 800

City, State, ZIP: Atlanta, GA 30309

Email: clark.kennedy@kimley-horn.com

Phone: 470 579 4978

**REMIT TO ADDRESS (if different):** N/A

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, or omissions for the Consultant, in the performance of this Contract. This indemnification obligation shall not apply to any loss or damage caused by the negligence of third-parties or the County.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment,

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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Kimley-Horn and Associates, Inc.

By: Kenn Fink

Print Name: Kenn Fink, PE

Title: Principal/Senior Vice President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: Ashley Turner

Notary commission expires: June 9, 2025

[Locus Sigilli – Seal or Stamp]

STATE OF GEORGIA NOTARY PUBLIC
ASHLEY TURNER
Notary Public, Georgia
Coweta County
My Commission Expires
June 09, 2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on July 1, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and TTL, Inc., located at 5256 Peachtree Rd. NE Ste 140, Atlanta, GA 30341 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 / STANDARD OF CARE**

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. Contractor is a provider of professional services and shall perform services using the degree of care and skill ordinarily exercised by reputable members of our profession operating in the same location and time frame.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jennfer Harper

Title: Vice President, Regional Leader GA.

Company Name: TTL, Inc.

Physical Address: 5256 Peachtree Rd. NE, Ste 140

City, State, ZIP: Atlanta, GA 30341

Email: jennifer.harper@ttlusa.com

Phone: 978-575-1490

**REMIT TO ADDRESS (If different):** PO Drawer 1128, Tuscaloosa, AL 35403

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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 Exhibit C – Cost Proposal Bid Form.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment

terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this solicitation**

**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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense (losses), but only to the extent such losses are found to be arising from the Contractor's negligent performance of services. This includes attorney fees because of any liability imposed by law upon the County, except to the extent 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

TTL, Inc.

By: _____

Print Name: Jim Poland

Title: Senior Vice-President

Sworn to and subscribed before me this

1 Day of July, 2025.

Notary Public: Lynn Smith

Notary commission expires: Oct 14, 2026

[Locus Sigilli – Seal or Stamp]

STATE OF ALABAMA NOTARY PUBLIC

LYNN SMITH
My Commission Expires
October 14, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
**Senior Assistant County Attorney**

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KCI Technologies, Inc., located at 2160 Satellite Blvd, Ste 130, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Kerrie Boyette

Title: Vice President

Company Name: KCI Technologies, Inc.

Physical Address: 2160 Satellite Blvd, Ste 130

City, State, ZIP: Duluth, GA 30097

Email: kerrie.boyette@kci.com

Phone: 470-299-1385

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

KCI Technologies, Inc.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Sworn to and subscribed before me this

25th Day of June, 2025.

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029
[Locus Sigilli – Seal or Stamp]

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
MAY 20 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

N[illegible]

Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlas Technical Consultants LLC, located at 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Todd Long

Title: South Atlantic Division Lead

Company Name: Atlas Technical Consultants, LLC

Physical Address: 2450 Commerce Ave Ste. 100

City, State, ZIP: Duluth, GA 30096

Email: todd.long@oneatlas.com

Phone: 770-530-9194

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Atlas Technical Consultants LLC**

By: _____

Print Name: Todd I. Long

Title: South Atlantic Division Lead

**Hall County, Georgia**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: _____

Notary commission expires: 8,15.2026

[Locus Sigilli – Seal or Stamp]

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and CDM Smith Inc., located at 75 State Street, Suite 701 Boston, Massachusetts 02109 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Charles K. Deeb

Title: Principal I Client Service Leader

Company Name: CDM Smith Inc.

Physical Address: 2100 Riveredge Parkway Suite 1250

City, State, ZIP: Atlanta, GA 30328

Email: deebck@cdmsmith.com

Phone: 404.720.1226

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

CDM Smith Inc.

By: Charles K. Deeb

Print Name: Charles K. Deeb

Title: Principal I Client Service Leader

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public: Julie Robinson

Notary commission expires: 5/24/26
[Locus Sigilli – Seal or Stamp]

**JULIE ROBINSON**
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Thomas & Hutton Engineering Co., located at 5074 Bristol Industrial Way, Suite A Buford, GA 30518 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: James C. (Jimmy) Garrison, III, PE

Title: Principal/Project Manager

Company Name: Thomas & Hutton Engineering Co.

Physical Address: 5074 Bristol Industrial Way Suite A

City, State, ZIP: Buford, Georgia 30518

Email: garrison.j@tandh.com

Phone: 678-730-1871

**REMIT TO ADDRESS (if different):**

PO Box 936164 Atlanta GA 31193-6164

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 of the following events shall constitute cause for a Party to declare default of obligations under this 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 expressed 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

7. 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a Notice of Termination, the Contractor shall:

G. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

list "Hall County, Georgia" as the certificate holder and as an additional insured under the commercial general, automobile, and umbrella liability policies as follows: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. The Contractor must maintain the following insurance coverage during the term of the Contract, in the amounts set forth below, to cover all loss and liability for damages 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: 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 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. 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

**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.

- $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 motorist's 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.**

**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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

~~B.~~ 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 Exhibit C – Cost Proposal Bid Form.

~~C.~~

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is, accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

~~E.~~ 3. The County does not pay for services not yet received but only in arrears.

~~F.~~ 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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 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", "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" and "contractor" for services.
7. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment, vehicles, heavy earth-moving or other equipment (purchased or leased), or other such deliverables are herein denoted 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 services as valid.
13. The County does not accept substitutions of services that do not comply with the Scope of Work or specifications set forth in a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver to the appropriate ship-to address.
20. Risk of loss shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of services does not constitute acceptance.
22. Receipt of services does not constitute acceptance.
23. Title shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that are merchantable, and the Supplier has a legal right to deliver the services and as described herein.
25. The County shall have the right to inspect all services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

28. This 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 services supplied pursuant to a PO shall, unless otherwise noted, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

**Additions:**

**DELIVERABLES.** County shall not reuse or make any modification to the Deliverables without the prior written authorization of Contractor. County agrees, to the fullest extent permitted by law, to waive any and all claims against Contractor, its officers, directors, employees, and subconsultants (collectively, Contractor) for any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Deliverables by County or any person or entity that acquires or obtains the Deliverables from or through County without the written authorization of Contractor.

Under no circumstances shall the transfer of ownership of Contractor's drawings, specifications, electronic files, or other instruments of service be deemed a sale by Contractor, and Contractor makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

**LIMITS OF LIABILITY**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either County or Contractor. Contractor's services under this Agreement are being performed solely for DHL's benefit, and no other party or entity shall have any claim against Contractor because of this Agreement or the performance or nonperformance of services hereunder.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Contractor and Contractor's officers, directors, partners, employees, and subconsultants, and any of them, to County and anyone claiming by or through County (including, but not limited to construction contractors and subcontractors), for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed $500,000 or Contractor's fee for services rendered under this contract, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.

**CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither County nor Contractor, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

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

Print Company's Full Legal Name Below:

Thomas & Hutton Engineering Co.

By: _____

Print Name: Benny K. Jones, Jr.

Title: Senior Vice President / COO

Sworn to and subscribed before me this

5 Day of May, 2025.

Notary Public: Tonya Woods

Notary commission expires: 2.26.2029

TONYA WOODS NOTARY PUBLIC GWINNETT COUNTY, GEORGIA MY COMMISSION EXPIRES FEBRUARY 26, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

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FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/8/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and BCC Engineering, LLC d/b/a Heath & Lineback, located at 2390 Canton Road, Bldg 200, Marietta, GA 30066 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: W. Allen Krivsky

Title: Senior Vice President

Company Name: BCC Engineering, LLC d/b/a Heath & Lineback

Physical Address: 2390 Canton Road Bldg. 200

City, State, ZIP: Marietta, GA 30066

Email: akrivsky@heath-lineback.com

Phone: 770-424-1668

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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.

G. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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.

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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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.

evidence of proof of coverage at least in the amounts indicated in this subsection. The COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

**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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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

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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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-

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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to

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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense. This includes reasonable 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

BCC Engineering, LLC dba Heath & Lineback

By: W. Allen Krivsky

Print Name: W. Allen Krivsky, PE

Title: Senior Vice President

Sworn to and subscribed before me this

14th Day of July, 2025.

Notary Public: Lisa DeFriese

My commission expires: 07/27/2026

[Notarial Seal or Stamp]

LISA DEFRIESE NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/5/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Croy Engineering, LLC, located at 200 Cobb Parkway N, Bldg 400, Ste 413, Marietta, GA 30062 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Gregory D. Teague

Title: CEO

Company Name: Croy Engineering, LLC

Physical Address: 200 Cobb Parkway N, Bldg. 400, Ste 413

City, State, ZIP: Marietta, GA 30062

Email: gteague@croyeng.com

Phone: 770-971-5407

**REMIT TO ADDRESS (if different):** _____

**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, 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:

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Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

**CONTRACTOR'S CONTACT INFORMATION**

Name: _____

Title: _____

Company Name: _____

Physical Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Croy Engineering, LLC

By: _____

Print Name: Gregory D. Teague, PE

Title: CEO

Sworn to and subscribed before me this

05 Day of May, 2025.

Notary Public: _____

Notary commission expires: 12/13/25

BARB HICKS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA 12/13/2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 452/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category D, Geotechnical Services for Public Works & Utilities to:

- Geo-Hydro Engineers, Inc. of Kennesaw, GA
- S&ME, Inc. of Duluth, GA
- Materials Managers and Engineers, Inc. (2MNEXT) of Atlanta, GA
- CDM Smith Inc. of Atlanta, GA
- NOVA Engineering & Environmental, LLC of Kennesaw, GA
- United Consulting Group, Ltd. of Norcross, GA
- ECS Southeast, LLC of Lawrenceville, GA
- TTL, Inc. of Atlanta, GA
- Atlas Consultants LLC of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**

Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category D, Geotechnical Services for Public Works & Utilities to:

- Geo-Hydro Engineers, Inc. of Kennesaw, GA
- S&ME, Inc. of Duluth, GA
- Materials Managers and Engineers, Inc. (2MNEXT) of Atlanta, GA
- CDM Smith Inc. of Atlanta, GA
- NOVA Engineering & Environmental, LLC of Kennesaw, GA
- United Consulting Group, Ltd. of Norcross, GA
- ECS Southeast, LLC of Lawrenceville, GA
- TTL, Inc. of Atlanta, GA
- Atlas Consultants LLC of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA

The estimated annual cost to exceed $50,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tabulation
Signature Request - Category D - Geotechnical Services
Contract - Geo-Hydro
Contract - S & ME
Contract - Materials Managers (2MNEXT)
Contract - CDM Smith
Contract - NOVA
Contract - United Consulting
Contract - ECS
Contract - TTL
Contract - Atlas
Contract - AtkinsRealis

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 452/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

| RFQ/P #46-001, Demand Services for Civil Engineering - Geotechnical Services | | | | | |
|---|---|---|---|---|---|
| Bid Tab Summary | | | | | |
| **SCORES** | **AtkinsRealis** | **NOVA** | **TTL** | **Atlas** | **ECS** |
| | | | | | |
| Average Technical Scores | 900.00 | 987.50 | 962.50 | 945.83 | 937.50 |
| **Total Scores** | **900.00** | **987.50** | **962.50** | **945.83** | **937.50** |

| **SCORES** | **S & ME** | **CDM Smith** | **Gro-Hydro** | **2MNEXT** | **United Consulting** |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 937.50 | 833.33 | 875.00 | 962.50 | 1000.00 |
| **Total Scores** | **937.50** | **833.33** | **875.00** | **962.50** | **1000.00** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 10 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category D – Geotechnical Services

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Geo-Hydro Engineers, Inc. of Kennesaw, GA, S&ME Inc. of Duluth, GA, Materials Managers and Engineers, Inc. (2MNEXT) of Atlanta, GA, CDM Smith Inc. of Atlanta, GA, NOVA Engineering & Environmental, LLC of Kennesaw, GA, United Consulting Group, Ltd. of Norcross, GA, ESC Southeast, LLC of Lawrenceville, GA, TTL, Inc. of Atlanta, GA, Atlas Consultants LLC of Duluth, GA, and AtkinsRealis USA, Inc of Atlanta, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category D – Geotechnical Services, of Demand Services for Civil Engineering Services is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point

award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

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PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Geo-Hydro Engineers, Inc., located at 400 Chastain Center Blvd., Suite 430, Kennesaw, GA 30144 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Mason Berryman

Title: Principal

Company Name: Geo Hydro Engineers, Inc.

Physical Address: 400 Chastain Center Blvd., Ste. 430

City, State, ZIP: Kennesaw, GA 30144

Email: mason@geohydro.com

Phone: 770-426-7100

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Geo-Hydro Engineers, Inc.

By: _____

Print Name: Mason Berryman

Title: Principal

Sworn to and subscribed before me this

6 Day of May, 2025.

Notary Public: _____

Notary commission expires: 2·13·27
[Locus Sigilli – Seal or Stamp]

BRIANNA CREWS
NOTARY PUBLIC
WALTON COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 13, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and S&ME, Inc., located at 4350 River Green Parkway, Suite 200, Duluth, Ga 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jamie Keown

Title: Project Manager

Company Name: S&ME, Inc.

Physical Address: 4350 River Green Parkway Suite 200

City, State, ZIP: Duluth, Ga 30096

Email: jkeown@smeinc.com

Phone: 678-618-1961

**REMIT TO ADDRESS (if different):** PNC Bank C/O S&ME, Inc.

Lockbox #640079, 500 1st Ave, Pittsburgh, PA 15219

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract:**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

S&ME, Inc.

By: Jamie Keown

Print Name: Jamie Keown

Title: Project Manager

Sworn to and subscribed before me this

10th Day of May, 2025.

Notary Public: Laura Reul

Notary commission expires: Aug 3, 2027

[Locus Sigilli – Seal or Stamp]

LAURA REUL NOTARY PUBLIC FORSYTH COUNTY, GEORGIA MY COMMISSION EXPIRES AUGUST 03, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Materials Managers and Engineers, Inc. (2MNEXT), located at 3715 Northside Parkway, Bldg 300, Suite 200, Atlanta, GA 30327 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Ali Razavi, PE

Title: Associate Principal

Company Name: Materials Managers and Engineers, Inc. (2MNEXT)

Physical Address: 3715 Northside Parkway, Bldg 300, Suite 200

City, State, ZIP: Atlanta, GA, 30327

Email: arazavi@2mnext.com

Phone: 404-640-8222

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Materials Managers and Engineers, Inc. (2MNEXT)

By: _____

Print Name: Akyiaa Morrison, PE

Title: Vice President

Sworn to and subscribed before me this

6th Day of May, 2025.

Notary Public: _____

Notary commission expires: January 14, 2029

[Locus Sigilli – Seal or Stamp]

KATE C SAUNDERS
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES JANUARY 14, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and CDM Smith Inc., located at 75 State Street, Suite 701 Boston, Massachusetts 02109 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Charles K. Deeb

Title: Principal I Client Service Leader

Company Name: CDM Smith Inc.

Physical Address: 2100 Riveredge Parkway Suite 1250

City, State, ZIP: Atlanta, GA 30328

Email: deebck@cdmsmith.com

Phone: 404.720.1226

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

CDM Smith Inc.

By: Charles K. Deeb

Print Name: Charles K. Deeb

Title: Principal I Client Service Leader

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public: Julie Robinson

Notary commission expires: 5/24/26
[Locus Sigilli – Seal or Stamp]

**JULIE ROBINSON**
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

**EXHIBIT B**

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on April 28, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and NOVA Engineering & Environmental, LLC, located at 3900 Kennesaw 75 Parkway, Suite 100, Kennesaw, GA 30144 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Usen Udo, PE, LEED GA

Title: Geotechnical Engineering Lead

Company Name: NOVA Engieering & Environmental, LLC

Physical Address: 1859 Beaver Ridge Circle, Suite B

City, State, ZIP: Norcross, Georgia 30071

Email: uudo@usanova.com

Phone: 770.696.1414 (office) | 470.330.3469 (mobile)

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

NOVA Engineering and Environmental, LLC

By: _____

Print Name: Kyle Hougham

Title: Vice President

Sworn to and subscribed before me this

28th Day of April, 2025.

Notary Public: Patricia J. Neal

Notary commission expires: April 11, 2028

PATRICIA J NEAL
NOTARY PUBLIC
BARTOW COUNTY, GEORGIA
MY COMMISSION EXPIRES
APRIL 11, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on TBD and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and United Consulting Group, Ltd. (dba United Consulting), located at 625 Holcomb Bridge Road; Norcross, GA 30071 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Reza Abree, P.E.

Title: CEO/President

Company Name: United Consulting Group, Ltd. (dba United Consulting)

Physical Address: 625 Holcomb Bridge Rd.

City, State, ZIP: Norcross, GA 30071

Email: information@unitedconsulting.com

Phone: 770.209.0029

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

United Consulting Group, Ltd. (dba United Consulting)

By: _____

Print Name: Reza Abree, P.E.

Title: CEO/President

Sworn to and subscribed before me this

16 Day of April, 2025.

Notary Public: _____

Notary commission expires: 12.1.28

[Locus Sigilli – Seal or Stamp]

JAYLA YOUNG
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/01/2028
GWINNETT COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

## EXHIBIT B - CONTRACT FOR SERVICES

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and ECS Southeast, LLC, located at 1550 North Brown Road, Suite 140, Lawrenceville, GA 30043 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Brian Schiessle, PE

Title: Office Manager/Vice President

Company Name: ECS Southeast, LLC

Physical Address: 1550 North Brown Road, Suite 140

City, State, ZIP: Lawrenceville, GA 30043

Email: bschiessle@ecslimited.com

Phone: 404.326.3149

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

ECS Southeast, LLC

By: _____

Print Name: Benjamin B. Temple, PE

Title: Sr. Vice President

Sworn to and subscribed before me this

6th Day of May, 2025.

Notary Public: _____

Notary commission expires: 08.29.2028

[Locus Sigilli – Seal or Stamp]

PATRICIA V. HOWARD-REGAN NOTARY PUBLIC STATE OF GEORGIA MY COMM. EXP. 08/29/2028 COBB COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on July 1, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and TTL, Inc., located at 5256 Peachtree Rd. NE Ste 140, Atlanta, GA 30341 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 / STANDARD OF CARE**

A. Contractor agrees to provide the Services to the County as detailed in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. Contractor is a provider of professional services and shall perform services using the degree of care and skill ordinarily exercised by reputable members of our profession operating in the same location and time frame.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jennfer Harper

Title: Vice President, Regional Leader GA.

Company Name: TTL, Inc.

Physical Address: 5256 Peachtree Rd. NE, Ste 140

City, State, ZIP: Atlanta, GA 30341

Email: jennifer.harper@ttlusa.com

Phone: 978-575-1490

**REMIT TO ADDRESS (If different):** PO Drawer 1128, Tuscaloosa, AL 35403

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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 Exhibit C – Cost Proposal Bid Form.
2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment

terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this solicitation**

**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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense (losses), but only to the extent such losses are found to be arising from the Contractor's negligent performance of services. This includes attorney fees because of any liability imposed by law upon the County, except to the extent 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

TTL, Inc.

By: _____

Print Name: Jim Poland

Title: Senior Vice-President

Sworn to and subscribed before me this

1 Day of July, 2025.

Notary Public: Lynn Smith

Notary commission expires: Oct 14, 2026

[Locus Sigilli – Seal or Stamp]

STATE OF ALABAMA NOTARY PUBLIC

LYNN SMITH
My Commission Expires
October 14, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

**APPROVED AS TO FORM**

Nathaniel R. Anderson,
**Senior Assistant County Attorney**

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlas Technical Consultants LLC, located at 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Todd Long

Title: South Atlantic Division Lead

Company Name: Atlas Technical Consultants, LLC

Physical Address: 2450 Commerce Ave Ste. 100

City, State, ZIP: Duluth, GA 30096

Email: todd.long@oneatlas.com

Phone: 770-530-9194

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Atlas Technical Consultants LLC**

By: _____

Print Name: Todd I. Long

Title: South Atlantic Division Lead

**Hall County, Georgia**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: _____

Notary commission expires: 8,15.2026

[Locus Sigilli – Seal or Stamp]

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 455/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category E, Subsurface Utility Engineering for Public Works & Utilities to:

- CDM Smith, Inc of Atlanta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- Croy Engineering, LLC of Marietta, GA
- KCI Technologies, Inc. of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- Atlas Technical Consultants, LLC of Duluth, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category E, Subsurface Utility Engineering for Public Works & Utilities to:

- CDM Smith, Inc of Atlanta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- Croy Engineering, LLC of Marietta, GA
- KCI Technologies, Inc. of Duluth, GA
- AtkinsRealis USA, Inc. of Atlanta, GA
- Atlas Technical Consultants, LLC of Duluth, GA

The estimated annual cost to exceed $50,000.00.

**History:**

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Facts and Issues:**

**Options:**

This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Signature Request - Category E - Subsurface Utility
Bid Tabulation
Contract - CDM Smith
Contract - Columbia Engineering
Contract - Croy
Contract - KCI
Contract - AtkinsRealis
Contract - Atlas

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 455/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

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GEORGIA
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POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category E – Subsurface Utility Engineering

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: CDM Smith, Inc of Atlanta, GA, Columbia Engineering and Services, Inc. of Duluth, GA, Croy Engineering, LLC of Marietta, GA, KCI Technologies, Inc. of Duluth, GA, AtkinsRealis USA, Inc. of Atlanta, GA, and Atlas Technical Consultants, LLC of Duluth, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category E – Subsurface Utility Engineering, Demand Services for Civil Engineering Services, is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders.

Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

RFQ/P #46-001, Demand Services for Civil Engineering - Subsurface Utility

Bid Tab Summary

| **SCORES** | **Atkins-Realis** | **CDM Smith** | **KCI** | **Atlas** | **Columbia Engineering** | **Croy** |
|---|---|---|---|---|---|---|
| | | | | | | |
| Average Technical Scores | 900.00 | 933.33 | 991.67 | 850.00 | 908.33 | 933.33 |
| **Total Scores** | **900.00** | **933.33** | **991.67** | **850.00** | **908.33** | **933.33** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 6 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

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INANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and CDM Smith Inc., located at 75 State Street, Suite 701 Boston, Massachusetts 02109 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Charles K. Deeb

Title: Principal I Client Service Leader

Company Name: CDM Smith Inc.

Physical Address: 2100 Riveredge Parkway Suite 1250

City, State, ZIP: Atlanta, GA 30328

Email: deebck@cdmsmith.com

Phone: 404.720.1226

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

CDM Smith Inc.

By: Charles K. Deeb

Print Name: Charles K. Deeb

Title: Principal I Client Service Leader

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public: Julie Robinson

Notary commission expires: 5/24/26
[Locus Sigilli – Seal or Stamp]

**JULIE ROBINSON**
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Columbia Engineering and Services, Inc., located at 2862 Buford Highway, Ste. 200, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Paul Cook

Title: President

Company Name: Columbia Engineering and Services, Inc.

Physical Address: 2862 Buford Highway, Ste. 200

City, State, ZIP: Duluth, GA 30096

Email: pcook@columbia-engineering.com

Phone: 770.925.0357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul Cook

Title: President

Sworn to and subscribed before me this

2 Day of May, 2025.

Notary Public: Tracy Waldron

Notary commission expires: 07/25/2027

[Locus Sigilli – Seal or Stamp]

TRACY WALDRON NOTARY EXPIRES GEORGIA 07-25-2027 PUBLIC FORSYTH COUNTY

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/5/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Croy Engineering, LLC, located at 200 Cobb Parkway N, Bldg 400, Ste 413, Marietta, GA 30062 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Gregory D. Teague

Title: CEO

Company Name: Croy Engineering, LLC

Physical Address: 200 Cobb Parkway N, Bldg. 400, Ste 413

City, State, ZIP: Marietta, GA 30062

Email: gteague@croyeng.com

Phone: 770-971-5407

**REMIT TO ADDRESS (if different):** _____

**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, 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:

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Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
jdorough@hallcounty.org
Ph: (770) 535-8270

**CONTRACTOR'S CONTACT INFORMATION**

Name: _____

Title: _____

Company Name: _____

Physical Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Croy Engineering, LLC

By: _____

Print Name: Gregory D. Teague, PE

Title: CEO

Sworn to and subscribed before me this

05 Day of May, 2025.

Notary Public: _____

Notary commission expires: 12/13/25

BARB HICKS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA 12/13/2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KCI Technologies, Inc., located at 2160 Satellite Blvd, Ste 130, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Kerrie Boyette

Title: Vice President

Company Name: KCI Technologies, Inc.

Physical Address: 2160 Satellite Blvd, Ste 130

City, State, ZIP: Duluth, GA 30097

Email: kerrie.boyette@kci.com

Phone: 470-299-1385

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

KCI Technologies, Inc.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Sworn to and subscribed before me this

25th Day of June, 2025.

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029
[Locus Sigilli – Seal or Stamp]

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
MAY 20 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

N[illegible]

Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlas Technical Consultants LLC, located at 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Todd Long

Title: South Atlantic Division Lead

Company Name: Atlas Technical Consultants, LLC

Physical Address: 2450 Commerce Ave Ste. 100

City, State, ZIP: Duluth, GA 30096

Email: todd.long@oneatlas.com

Phone: 770-530-9194

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Atlas Technical Consultants LLC**

By: _____

Print Name: Todd I. Long

Title: South Atlantic Division Lead

**Hall County, Georgia**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: _____

Notary commission expires: 8,15.2026

[Locus Sigilli – Seal or Stamp]

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 456/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category F, Water Resources for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Ardurra Group, Inc. of Buford, GA
- Rummel, Klepper & Kahl, LLP (dba RK & K) of Sandy Springs, GA
- AECOM Technical Services, Inc. of Atlanta, GA
- Keck & Wood, Inc. of Duluth, GA
- Engineering Strategies, Inc. of Marietta, GA
- Atkins Realis USA, Inc. of Atlanta, GA
- Precision Planning, Inc. of Lawrenceville, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category F, Water Resources for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Ardurra Group, Inc. of Buford, GA
- Rummel, Klepper & Kahl, LLP (dba RK & K) of Sandy Springs, GA
- AECOM Technical Services, Inc. of Atlanta, GA
- Keck & Wood, Inc. of Duluth, GA
- Engineering Strategies, Inc. of Marietta, GA
- Atkins Realis USA, Inc. of Atlanta, GA
- Precision Planning, Inc. of Lawrenceville, GA

The estimated annual cost to exceed $50,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tabulation
Signature Request - Category F - Water Resources
Contract - Civil Engineering (CEC)
Contract - Ardurra
Contract - RK&K
Contract - AECOM
Contract - Keck & Wood
Contract - Engineering Strategies
Contract - AtkinsRealis
Contract - Precision Planning (PPI)

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 456/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

RFQ/P #46-001, Demand Services for Civil Engineering - Water Resources

Bid Tab Summary

| SCORES | RK & K | PPI | ESI | AtkinsRealis | Columbia Engineering |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 812.50 | 700.00 | 891.67 | 825.00 | 658.33 |
| **Total Scores** | **812.50** | **700.00** | **891.67** | **825.00** | **658.33** |

| SCORES | AECOM | Ardurra | CEC | Croy | Raymond |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 883.33 | 920.83 | 904.17 | 566.67 | 629.17 |
| **Total Scores** | **883.33** | **920.83** | **904.17** | **566.67** | **629.17** |

| SCORES | Keck & Wood | Kimley-Horn | Nandina | Thomas & Hutton | CDM Smith |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 820.83 | 633.33 | 541.67 | 575.00 | 691.67 |
| **Total Scores** | **820.83** | **633.33** | **541.67** | **575.00** | **691.67** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 15 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category F – Water Resources

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Civil Engineering Consultants, Inc. of Marietta, GA, Ardurra Group Inc. of Buford, GA, RK & K of Sandy Springs, GA, AECOM Technical Services, Inc. of Atlanta, GA, Keck & Wood, Inc. of Duluth, GA, Engineering Strategies, Inc. of Marietta, GA, Atkins Realis USA, Inc. of Atlanta, GA, and Precision Planning, Inc. of Lawrenceville, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category E – Subsurface Utility Engineering, Demand Services for Civil Engineering Services, is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders.

Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

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**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Civil Engineering Consultants, Inc., located at 4994 Lower Roswell Road, Suite 34, Marietta, GA 30068 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Andrew E. Lovejoy

Title: President

Company Name: Civil Engineering Consultants, Inc.

Physical Address: 4994 Lower Roswell Road, Suite 34

City, State, ZIP: Marietta, GA 30068

Email: andy@cec.engineering

Phone: (770) 977-5747

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Civil Engineering Consultants, Inc.

By: _____

Print Name: Andrew E. Lovejoy

Title: President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: _____

Notary commission expires: August 5, 2028

[Locus Sigilli – Seal or Stamp]

CHERITH R. REYNOLDS
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUG 5 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 f 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Ardurra Group, Inc., located at 1305 Mall of Georgia Blvd.,Suite 160, Buford, GA 30519 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Joseph Downey

Title: Principal

Company Name: Ardurra Group, Inc.

Physical Address: 1305 Mall of Georgia Blvd., Suite 160

City, State, ZIP: Buford, GA 30519

Email: jdowney@ardurra.com

Phone: 678-214-4070

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Ardurra Group, Inc.

By: _____

Print Name: Joseph Downey, PE

Title: Principal

Sworn to and subscribed before me this

6 Day of May, 2025.

Notary Public: _____

Notary commission expires: 1/19/27

OFFICIAL SEAL
Natasha Jordan
NOTARY PUBLIC-GEORGIA
Gwinnett COUNTY
My Comm. Expires January 19, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM:

Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 4/24/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Rummel, Klepper & Kahl, LLP dba RK&K, located at 5901 Peachtree Dunwoody Rd., Suite C-496, Sandy Springs, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

## 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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Nathan Atkinson, PE

Title: Partner

Company Name: Rummel, Klepper & Kahl, LLP dba RK&K

Physical Address: 5901 Peachtree Dunwoody Rd., Suite C-496

City, State, ZIP: Sandy Springs, GA 30328

Email: natkinson@rkk.com

Phone: 410.728.2900

**REMIT TO ADDRESS (if different):** N/A

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 for this solicitation**

**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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its employees, officers, directors, elected officials against any loss or expense to the extent caused by the negligent acts, errors, or omissions of respondent. 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or servicès does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. Delete
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.

28. This 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 services performed using that degree of care and skill normally employed by members of the consultant's profession performing similar services on similar projects under similar circumstances at the same time and in the same locality ("Standard of Care").
30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Rummel, Klepper & Kahl, LLP dba RK&K

By: _____

Print Name: Nathan Atkinson, PE

Title: Partner

Sworn to and subscribed before me this

25 Day of April, 2025.

Notary Public: Monique Edens

Notary commission expires: 02/27/2029

[Local Sigil – Seal or Stamp]

MONIQUE EDENS
Notary Public - State of Maryland
Prince George's County
My Commission Expires Feb 27, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AECOM Technical Services, Inc. (AECOM) (hereinafter "Contractor") located at 1360 Peachtree Street, Suite 300, Atlanta, Ga 30309.

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.
C. Nothing in this agreement provides a guarantee that the County will issue, or that Contractor will accept, any Task Orders. Contractor's decision to decline any Task Order shall be at it's exclusive discretion and shall not be construed as a breach of this Agreement. Agreed upon Task Orders will require the signatures of both Parties.
D. This Contract is made exclusively between the County and the Contractor. However, Contractor may, with prior notice to and authorization of the County, use an affiliated company to complete an accepted Task Order as described in Article #110 below.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Tina S. Houston

Title: Vice President/Authorized Signatory

Company Name: AECOM Technical Services, Inc. (AECOM)

Physical Address: 1360 Peachtree Street, Suite 300

City, State, ZIP: Atlanta, Ga 30309

Email: Tina.houston@aecom.com

Phone: 404-295-6087

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed written consent of the County. However, the parties recognize that Contractor has affiliations with companies that have specialized expertise, specific capabilities, certifications and registrations that may be necessary to complete certain Task Orders associated with this Agreement. Contractor may with prior notice to and authorization of the County, use an affiliated company to complete an accepted Task Order under this Agreement. County reserves the right to deny the assignment or delegation of work to any affiliate of the Contractor for any reason. Any affiliate of the Contractor performing work for the Contractor under this agreement shall be considered a subcontractor of the Contractor for purposes of this agreement and shall be fully bound by the Agreement's terms. Contractor shall be solely responsible for any and all breaches of this agreement, or actions leading to loss or expense to the County or any third party, by any affiliate company performing work under this Agreement on behalf of the Contractor. Contractor further acknowledges that the County shall only remit payment

for satisfactorily completed and accepted work under this Agreement to the Contractor directly and shall not remit payment to any affiliate of the Contractor performing work under this Agreement.

**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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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.

D. Contractor shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances.

**ARTICLE #118 – INSURANCE REQUIREMENTS**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

**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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort reasonable to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the

deficiency(ies), 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.

D. **Set-Off Against Sums Owed by the Contractor.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – HOLD HARMLESS AGREEMENT**

The successful respondent hereby agrees to indemnify, hold free and harmless Hall County Government, County Commissioners, its designated agents, employees, officers, directors, elected officials, or any other person(s) against any loss or expense. This includes reasonable 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 to the extent arising out of or in the consequence of Contractor's negligence or willful misconduct during the performance of Services under this Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.

15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.

32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AECOM Technical Service, Inc. (AECOM)

By: Tina S. Houston

Print Name: Tina S. Houston

Title: Authorize Signatory

Sworn to and subscribed before me this

26th Day of June, 2025.

Notary Public: Robin W. Overstreet

Notary commission expires: 2/28/2029

[Locus Sigilli – Seal or Stamp]

ROBIN W OVERSTREET
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 28, 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson
Senior Assistant County

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Keck & Wood, Inc., located at 3090 Premiere Parkway, Suite 200, Duluth, Georgia 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Daniel Sabia, PE

Title: Associate Vice President

Company Name: Keck & Wood, Inc.

Physical Address: 3090 Premiere Parkway, Suite 200

City, State, ZIP: Duluth, Georgia 30097

Email: dsabia@keckwood.com

Phone: 803-727-6499 (mobile) | 678-417-4000 (main)

**REMIT TO ADDRESS (if different):** same

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense *to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.* 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.

26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Keck & Wood, Inc.

By: _____

Print Name: Rob Jacquette, PE, PTOE, MBA

Title: Vice President | Chief Operating Officer

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: _____

Notary commission expires: Aug 4, 2028

[Locus Sigilli – Seal or Stamp]

KIMBERLY ROBERTS
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
AUGUST
04
2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and **Engineering Strategies, Inc.**, located at **3855 Shallowford Road, Suite 525, Marietta, GA 30062** (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: **John Fleck, PE**

Title: **President**

Company Name: **Engineering Strategies, Inc.**

Physical Address: **3855 Shallowford Road, Suite 525**

City, State, ZIP: **Marietta, GA 30062**

Email: **jfleck@esi-ga.com**

Phone: **770-429-0001**

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Engineering Strategies, Inc.

By: John R Fleck

Print Name: John R. Fleck, PE

Title: President

Sworn to and subscribed before me this

7 Day of MAY, 2025.

Notary Public: Christine Lemoine

Notary commission expires: 08/03/2027

[Locus Sigilli – Seal or Stamp]

CHRISTINE LEMOINE
NOTARY PUBLIC
My Commission Expires
08-03-2027
CHEROKEE COUNTY, GEORGIA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Precision Planning, Inc., located at 400 Pike Boulevard, Lawrenceville, GA 30046 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Jimmy Parker, P.E.

Title: Executive Vice President

Company Name: Precision Planning, Inc.

Physical Address: 400 Pike Boulevard

City, State, ZIP: Lawrenceville, GA 30046

Email: jparker@ppi.us

Phone: 770-338-8172

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

## ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Precision Planning, Inc.

By: _____

Print Name: Jimmy Parker, P.E.

Title: Executive Vice President

Sworn to and subscribed before me this

6th Day of May, 2025.

Notary Public: _____

Notary commission expires: 4/6/2027

[Locus Seal - Notary Stamp]

KATHY F. BARKER NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA APRIL 6, 2027

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 457/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category G, Plan Review for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Bureau Veritas North America, Inc. of Braselton, GA
- Raymond Global, Inc. of Conyers, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- Columbia Engineering and Services, Inc. of Duluth, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category G, Plan Review for Public Works & Utilities to:

- Civil Engineering Consultants, Inc. of Marietta, GA
- Kimley-Horn and Associates, Inc. of Atlanta, GA
- Bureau Veritas North America, Inc. of Braselton, GA
- Raymond Global, Inc. of Conyers, GA
- KCI Technologies, Inc. of Duluth, GA
- Atlas Technical Consultants LLC of Duluth, GA
- Columbia Engineering and Services, Inc. of Duluth, GA

The estimated annual cost to exceed $50,000.00.

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Signature Request - Category G - Plan Review
Bid Tab
Contract - Civil Engineering (CEC)
Contract - Kimley-Horn
Contract - Bureau Veritas
Contract - Raymond
Contract - KCI
Contract - Atlas
Contract - Columbia

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 457/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: July 11, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category G – Plan Review

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Civil Engineering Consultants, Inc. of Marietta, GA, Kimley-Horn and Associates, Inc. of Atlanta, GA, Bureau Veritas North America, Inc. of Braselton, GA, Raymond Global, Inc. of Conyers, GA, KCI Technologies, Inc. of Duluth, GA, Atlas Consultants LLC of Duluth, GA, and Columbia Engineering and Services, Inc. of Duluth, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category G – Plan Review, Demand Services for Civil Engineering Services, is only one category of the whole proposal. Public Works & Utilities has requested that under each category, those vendors scoring a total point award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders. Competitive pricing will

be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

RFQ/P #46-001, Demand Services for Civil Engineering - Plan Review

Bid Tab Summary

| SCORES | Heath & Lineback | Bureau Veritas | Atlas | Falcon Design | CEC | KCI |
|---|---|---|---|---|---|---|
| | | | | | | |
| Average Technical Scores | 662.50 | 900.00 | 729.17 | 466.67 | 845.83 | 725.00 |
| **Total Scores** | **662.50** | **900.00** | **729.17** | **466.67** | **845.83** | **725.00** |

| SCORES | Nandina | Kimley-Horn | CDM | Columbia Engineering | Raymond |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 654.17 | 912.50 | 525.00 | 904.17 | 841.67 |
| **Total Scores** | **654.17** | **912.50** | **525.00** | **904.17** | **841.67** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 11 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Civil Engineering Consultants, Inc., located at 4994 Lower Roswell Road, Suite 34, Marietta, GA 30068 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Andrew E. Lovejoy

Title: President

Company Name: Civil Engineering Consultants, Inc.

Physical Address: 4994 Lower Roswell Road, Suite 34

City, State, ZIP: Marietta, GA 30068

Email: andy@cec.engineering

Phone: (770) 977-5747

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Civil Engineering Consultants, Inc.

By: _____

Print Name: Andrew E. Lovejoy

Title: President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: _____

Notary commission expires: August 5, 2028

[Locus Sigilli – Seal or Stamp]

CHERITH R. REYNOLDS
NOTARY PUBLIC
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUG 5 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Kimley-Horn and Associates, Inc., located at 1200 Peachtree Street NE, Atlanta, GA 30309 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Clark Kennedy, PE, PTOE, RSP

Title: Associate

Company Name: Kimley-Horn and Associates, Inc.

Physical Address: 1200 Peachtree Street NE, Suite 800

City, State, ZIP: Atlanta, GA 30309

Email: clark.kennedy@kimley-horn.com

Phone: 470 579 4978

**REMIT TO ADDRESS (if different):** N/A

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, or omissions for the Consultant, in the performance of this Contract. This indemnification obligation shall not apply to any loss or damage caused by the negligence of third-parties or the County.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment,

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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Kimley-Horn and Associates, Inc.

By: Kenn Fink

Print Name: Kenn Fink, PE

Title: Principal/Senior Vice President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: Ashley Turner

Notary commission expires: June 9, 2025

[Locus Sigilli – Seal or Stamp]

STATE OF GEORGIA NOTARY PUBLIC
ASHLEY TURNER
Notary Public, Georgia
Coweta County
My Commission Expires
June 09, 2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

### ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Bureau Veritas North America, Inc., located at 6342 Grand Hickory Dr, Suite 205, Braselton, CA, 30517 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Van Tran, CBO

Title: Vice President, Plan Check & Inspection – Central & East Region

Company Name: Bureau Veritas North America, Inc.

Physical Address: 6342 Grand Hickory Dr Suite 205

City, State, ZIP: Braselton, GA 30517

Email: van.tran@bureauveritas.com

Phone: 214.876.6855

**REMIT TO ADDRESS (if different):** PO Box 841566
Dallas, TX 75284-1566

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Bureau Veritas North America, Inc.

By: _____

Print Name: Van Tran, CBO

Title: Vice President, Plan Check & Inspections
Central & East Region

Sworn to and subscribed before me this

5th Day of May, 2025.

Notary Public: _____

Notary commission expires: 9/23/2025

[Locus Sigilli – Seal or Stamp]

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

YVONNE GREENWAY
My Commission Expires
NOTARY PUBLIC
September 23, 2028
BARROW COUNTY, GEORGIA

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

Contract for Services Form

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Raymond Global, Inc., located at 1035 Green Street SE, Ste. A, Conyers, Ga 30012 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Clay Reichert, PE

Title: Director of Civil Engineering

Company Name: Raymond Global, Inc.

Physical Address: 1035 Green Street SE, Suite A

City, State, ZIP: Conyers, GA 30012

Email: clay.reichert@raymond.global

Phone: 404-737-0500

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Raymond Global, Inc

By: _____

Print Name: Michael Ramos

Title: President

Sworn to and subscribed before me this

30 Day of April, 2025.

Notary Public: _____

Notary commission expires: August 31, 2025

[Locus Sigilli – Seal or Stamp]

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

JESSICA GUGLIOTTA
NOTARY PUBLIC
ROCKDALE COUNTY, GEORGIA
MY COMMISSION EXPIRES
AUGUST 31, 2025

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KCI Technologies, Inc., located at 2160 Satellite Blvd, Ste 130, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Kerrie Boyette

Title: Vice President

Company Name: KCI Technologies, Inc.

Physical Address: 2160 Satellite Blvd, Ste 130

City, State, ZIP: Duluth, GA 30097

Email: kerrie.boyette@kci.com

Phone: 470-299-1385

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

KCI Technologies, Inc.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Sworn to and subscribed before me this

25th Day of June, 2025.

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029
[Locus Sigilli – Seal or Stamp]

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
MAY 20 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Atlas Technical Consultants LLC, located at 2450 Commerce Avenue, Suite 100, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Todd Long

Title: South Atlantic Division Lead

Company Name: Atlas Technical Consultants, LLC

Physical Address: 2450 Commerce Ave Ste. 100

City, State, ZIP: Duluth, GA 30096

Email: todd.long@oneatlas.com

Phone: 770-530-9194

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**IN WITNESS WHEREOF**, said Parties have hereunto affixed their signature and seal on the day, month, and year below.

**Atlas Technical Consultants LLC**

By: _____

Print Name: Todd I. Long

Title: South Atlantic Division Lead

**Hall County, Georgia**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

Sworn to and subscribed before me this

5th day of May, 2025.

Notary Public: _____

Notary commission expires: 8,15.2026

[Locus Sigilli – Seal or Stamp]

Deborah Moon
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires 8/15/2026

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Columbia Engineering and Services, Inc., located at 2862 Buford Highway, Ste. 200, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Paul Cook

Title: President

Company Name: Columbia Engineering and Services, Inc.

Physical Address: 2862 Buford Highway, Ste. 200

City, State, ZIP: Duluth, GA 30096

Email: pcook@columbia-engineering.com

Phone: 770.925.0357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul Cook

Title: President

Sworn to and subscribed before me this

2 Day of May, 2025.

Notary Public: Tracy Waldron

Notary commission expires: 07/25/2027

[Locus Sigilli – Seal or Stamp]

TRACY WALDRON NOTARY EXPIRES GEORGIA 07-25-2027 PUBLIC FORSYTH COUNTY

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 458/2025

**SUBJECT:** Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category H, Traffic Engineering Studies and Design for Public Works & Utilities to:

- Kimley-Horn and Associates, Inc. of Atlanta, GA
- CDM Smith Inc. of Boston, MA
- Moffatt & Nichol of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- KCI Technologies, Inc. of Duluth, GA
- Keck & Wood, Inc. of Duluth, GA
- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA

The estimated annual cost to exceed $50,000.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BN

**Recommendation:**
Approve.

**Purpose of Request:**

**History:**

Approve the award of RFQ #46-001 Demand Services for Civil Engineering Services, Category H, Traffic Engineering Studies and Design for Public Works & Utilities to:

- Kimley-Horn and Associates, Inc. of Atlanta, GA
- CDM Smith Inc. of Boston, MA
- Moffatt & Nichol of Atlanta, GA
- Croy Engineering, LLC of Marietta, GA
- Columbia Engineering and Services, Inc. of Duluth, GA
- KCI Technologies, Inc. of Duluth, GA
- Keck & Wood, Inc. of Duluth, GA
- Michael Baker International, Inc. of Peachtree Corners, GA
- AtkinsRealis USA Inc. of Atlanta, GA
- BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA

Hall County has implemented the use of Demand Service pools of professional and qualified on-call contractors for various services, including this pool for civil engineering contractors. All of these vendors have been through an evaluation process and were selected by the Public Works and Utilities Department for upcoming Hall County Projects. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

The estimated annual cost to exceed $50,000.00.

**Facts and Issues:**
This contract will have an initial one (1) year term with four (4) renewal options and is the result of competitive bid RFQ #46-001.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 50,000.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Various |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | Yes |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| JD | BN | BN | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| DA | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tab
Signature Request - Category H
Contract - Kimley-Horn
Contract - CDM
Contract - Moffatt & Nichol
Contract - Croy
Contract - Columbia Engineering
Contract - KCI
Contract - Keck & Wood
Contract - Michael Baker
Contract - AtkinsRealis
Contact - Heath & Lineback

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 458/2025

**Funds Requested:** $ 50,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Various

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | TBD | TBD | 521000-PROFESSIONAL SERVICES | $50,000.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

RFQ/P #46-001, Demand Services for Civil Engineering - Traffic Engineering

Bid Tab Summary

| SCORES | Atlas | Keck & Wood | AtkinsRealis | Heath & Linebeck | Columbia Engineering |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 670.83 | 987.50 | 816.67 | 962.50 | 933.33 |
| **Total Scores** | **670.83** | **987.50** | **816.67** | **962.50** | **933.33** |

| SCORES | RK & K | Croy | WSB | Moffat & Nichol | KCI |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 633.33 | 962.50 | 645.83 | 850.00 | 991.67 |
| **Total Scores** | **633.33** | **962.50** | **645.83** | **850.00** | **991.67** |

| SCORES | Michael Baker | Dewberry | Kimley-Horn | Thomas & Hutton | CDM Smith |
|---|---|---|---|---|---|
| | | | | | |
| Average Technical Scores | 887.50 | 687.50 | 1000.00 | 679.17 | 833.33 |
| **Total Scores** | **887.50** | **687.50** | **1000.00** | **679.17** | **833.33** |

| | |
|---|---|
| Number of bids emailed | 104 |
| Number of bids emailed to Hall Co | 5 |
| Total responses | 15 |
| Number of Hall Co responses | 0 |
| No Bids | 5 |
| GA Procurement Bidder's List | 63 |

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION

## CONTRACT EXECUTION SIGNATURE REQUEST


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**


Date: August 1, 2025

To: David Gibbs, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached Contract:

Bid/Contract Number: 46-001

Bid/Contract Name: Demand Services for Civil Engineering Services – Category H – Traffic Engineering Studies and Design

Department(s) Requesting Contract: Public Works & Utilities

Award Recipient Name: Kimley-Horn and Associates, Inc. of Atlanta, GA; CDM Smith, Inc of Atlanta, GA; Moffatt & Nicol of Atlanta, GA; Croy Engineering, LLC of Marietta, GA; Columbia Engineering and Services, Inc. of Duluth, GA; KCI Technologies, Inc. of Duluth, GA; Keck & Wood, Inc. of Duluth, GA; Michael Baker International, Inc. of Peachtree Corners, GA; AtkinsRealis USA, Inc. of Atlanta, GA; and BCC Engineering, LLC (dba Heath & Lineback) of Marietta, GA.

Contract Description:

☒ Annual Contract ☒ New ☐ Renewal

FY 2025 Projected Spend: N/A

☐ Price Increase Requested Increase Percentage: 0%

☒ Project/Service Contract FY 2026 Estimated Amount: over $50,000

☐ Product Contract Estimated Amount: $0

Comment:

Year one (1) of a possible five (5) year contract. New contract for FY 2026.

Hall County has implemented the use of Demand Service pools of qualified on-call contractors for various services as needed by the County. Category H – Traffic Engineering Studies and Design, Demand Services for Civil Engineering Services, is only one category of the whole proposal. Public

Works & Utilities has requested that under each category, those vendors scoring a total point award of seven hundred (700) or above be awarded a contract, to provide a bigger pool from which to choose when issuing task orders. Competitive pricing will be solicited from the vendor pool for individual projects via the issuance of Task Orders.

FY 2026 estimated amount has been reviewed against the projected FY 2026 budget by Finance.

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Kimley-Horn and Associates, Inc., located at 1200 Peachtree Street NE, Atlanta, GA 30309 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Clark Kennedy, PE, PTOE, RSP

Title: Associate

Company Name: Kimley-Horn and Associates, Inc.

Physical Address: 1200 Peachtree Street NE, Suite 800

City, State, ZIP: Atlanta, GA 30309

Email: clark.kennedy@kimley-horn.com

Phone: 470 579 4978

**REMIT TO ADDRESS (if different):** N/A

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) from and against any and all claims, damages, liabilities, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts, errors, or omissions for the Consultant, in the performance of this Contract. This indemnification obligation shall not apply to any loss or damage caused by the negligence of third-parties or the County.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, capital asset equipment,

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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Kimley-Horn and Associates, Inc.

By: Kenn Fink

Print Name: Kenn Fink, PE

Title: Principal/Senior Vice President

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: Ashley Turner

Notary commission expires: June 9, 2025

[Locus Sigilli – Seal or Stamp]

STATE OF GEORGIA NOTARY PUBLIC
ASHLEY TURNER
Notary Public, Georgia
Coweta County
My Commission Expires
June 09, 2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

INANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and CDM Smith Inc., located at 75 State Street, Suite 701 Boston, Massachusetts 02109 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Charles K. Deeb

Title: Principal I Client Service Leader

Company Name: CDM Smith Inc.

Physical Address: 2100 Riveredge Parkway Suite 1250

City, State, ZIP: Atlanta, GA 30328

Email: deebck@cdmsmith.com

Phone: 404.720.1226

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance**. Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

CDM Smith Inc.

By: Charles K. Deeb

Print Name: Charles K. Deeb

Title: Principal I Client Service Leader

Sworn to and subscribed before me this

23rd Day of April, 2025.

Notary Public: Julie Robinson

Notary commission expires: 5/24/26
[Locus Sigilli – Seal or Stamp]

**JULIE ROBINSON**
Notary Public
Cobb County, Georgia
My Commission Expires 05/24/2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Moffatt & Nichol, located at 1201 Peachtree Street NE, Suite 1106, Atlanta, GA 30361 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Ron Osterloh

Title: Vice President

Company Name: Moffatt & Nichol

Physical Address: 1201 Peachtree Street NE, Suite 1106

City, State, ZIP: Atlanta, GA 30361

Email: rosterloh@moffattnichol.com

Phone: 404-419-5620

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties**. Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Ronald W Osterloh

By: Moffatt & Nichol

Print Name: Ronald W Osterloh

Title: Vice President

Sworn to and subscribed before me this

24th Day of June, 2025.

Notary Public: Tara Olsen

Notary commission expires: 01/20/2026

[Locus sigilli: use seal stamp]

TARA OLSEN
NOTARY PUBLIC
EFFINGHAM COUNTY, GEORGIA
My Commission Expires
01-20-2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.535.8270 | f 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/5/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Croy Engineering, LLC, located at 200 Cobb Parkway N, Bldg 400, Ste 413, Marietta, GA 30062 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Gregory D. Teague

Title: CEO

Company Name: Croy Engineering, LLC

Physical Address: 200 Cobb Parkway N, Bldg. 400, Ste 413

City, State, ZIP: Marietta, GA 30062

Email: gteague@croyeng.com

Phone: 770-971-5407

**REMIT TO ADDRESS (if different):** _____

**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, 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:

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jdorough@hallcounty.org
Ph: (770) 535-8270

**CONTRACTOR'S CONTACT INFORMATION**

Name: _____

Title: _____

Company Name: _____

Physical Address: _____

City, State, ZIP: _____

Email: _____

Phone: _____

**REMIT TO ADDRESS (if different):** _____

_____

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS**

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

**ARTICLE #105 – CONTRACT TERM**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Croy Engineering, LLC

By: _____

Print Name: Gregory D. Teague, PE

Title: CEO

Sworn to and subscribed before me this

05 Day of May, 2025.

Notary Public: _____

Notary commission expires: 12/13/25

BARB HICKS NOTARY PUBLIC COBB COUNTY EXPIRES GEORGIA 12/13/2025

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on May 8, 2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Columbia Engineering and Services, Inc., located at 2862 Buford Highway, Ste. 200, Duluth, GA 30096 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Paul Cook

Title: President

Company Name: Columbia Engineering and Services, Inc.

Physical Address: 2862 Buford Highway, Ste. 200

City, State, ZIP: Duluth, GA 30096

Email: pcook@columbia-engineering.com

Phone: 770.925.0357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS.*

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Columbia Engineering and Services, Inc.

By: _____

Print Name: Paul Cook

Title: President

Sworn to and subscribed before me this

2 Day of May, 2025.

Notary Public: Tracy Waldron

Notary commission expires: 07/25/2027

[Locus Sigilli – Seal or Stamp]

TRACY WALDRON NOTARY EXPIRES GEORGIA 07-25-2027 PUBLIC FORSYTH COUNTY

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and KCI Technologies, Inc., located at 2160 Satellite Blvd, Ste 130, Duluth, GA 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Kerrie Boyette

Title: Vice President

Company Name: KCI Technologies, Inc.

Physical Address: 2160 Satellite Blvd, Ste 130

City, State, ZIP: Duluth, GA 30097

Email: kerrie.boyette@kci.com

Phone: 470-299-1385

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

KCI Technologies, Inc.

By: Kerrie Boyette

Print Name: Kerrie Boyette

Title: Vice President

Sworn to and subscribed before me this

25th Day of June, 2025.

Notary Public: Christina Perez Young

Notary commission expires: May 20, 2029
[Locus Sigilli – Seal or Stamp]

CHRISTINA PEREZ YOUNG
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
MAY 20 2029

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

APPROVED AS TO FORM

Senior Assistant County Attorney

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Keck & Wood, Inc., located at 3090 Premiere Parkway, Suite 200, Duluth, Georgia 30097 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Daniel Sabia, PE

Title: Associate Vice President

Company Name: Keck & Wood, Inc.

Physical Address: 3090 Premiere Parkway, Suite 200

City, State, ZIP: Duluth, Georgia 30097

Email: dsabia@keckwood.com

Phone: 803-727-6499 (mobile) | 678-417-4000 (main)

**REMIT TO ADDRESS (if different):** same

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience**. Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense *to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.* 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.

26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

Keck & Wood, Inc.

By: _____

Print Name: Rob Jacquette, PE, PTOE, MBA

Title: Vice President | Chief Operating Officer

Sworn to and subscribed before me this

8th Day of May, 2025.

Notary Public: _____

Notary commission expires: Aug 4, 2028

[Locus Sigilli – Seal or Stamp]

KIMBERLY ROBERTS
NOTARY PUBLIC
GWINNETT COUNTY, GA
MY COMMISSION EXPIRES
AUGUST
04
2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

_____
Nathaniel R. Anderson,
Senior Assistant County Attorney

MODIFICATIONS TO CONTRACT RESPECTFULLY REQUESTED SHOWN BELOW:

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Michael Baker International, Inc., located at 3930 East Jones Bridge Road, Suite 220 | Peachtree Corners, Georgia 30092 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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. The only standard of care and skill applicable to the services shall be that ordinarily used by members of the same profession practicing under similar conditions at that time and locale.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: Albert W Bowman, PE, SE

Title: Office Executive

Company Name: Michael Baker International, Inc.

Physical Address: 3930 East Jones Bridge Road, Suite 220

City, State, ZIP: Peachtree Corners, GA 30092

Email: abowman@mbakerintl.com

Phone: o: 678-966-6624 m: 678-642-0455

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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, any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Contractor.
2. Contractor's performance substantially endangers completion or 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 County, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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**

Except as provided for by law or equity, 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**

Neither Party assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of other party which shall not be unreasonably withheld.

**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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

C. **Unsatisfactory Performance/Delay of Payment**

1. If the quality of the Services provided are deficient, the County's Project Manager identified in *ARTICLE #103 – NOTICES* shall issue a written Notice to Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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 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. 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense to the extent caused by the negligence of contractor in connection with the performance of the agreement. This includes reasonable 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.

24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.

41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

**ARTICLE #134 – WAIVER OF CONSEQUENTIAL DAMAGES:** To the fullest extent permitted by law, the parties expressly agree that the contractor shall not be liable to the owner for any special, incidental, indirect, exemplary or consequential loss, damage, expense (including, without limitation , loss or use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the agreement, services , or project.

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

Print Company's Full Legal Name Below:

Michael Baker International, Inc.

By: Albert W. Bowman

Print Name: Albert W. Bowman, PE, SE

Title: Office Executive

Sworn to and subscribed before me this

24 Day of June, 2025.

Notary Public: Kristen DeMita

Notary commission expires: February 2, 2027

[Locus Sigilli – Seal or Sta

KRISTEN DEMITA NOTARY EXPIRES FEB 2, 2027 PUBLIC FULTON COUNTY, GA

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Atty

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

# Demand Services for Civil Engineering Services

## ARTICLE #101 – INTRODUCTION

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on_____ and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and AtkinsRéalis USA Inc., located at 1600 RiverEdge Parkway NW, Suite 700, Atlanta, GA 30328 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding 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, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Company Name: AtkinsRéalis USA Inc.

Physical Address: 1600 RiverEdge Parkway NW, Suite 700

City, State, ZIP: Atlanta, GA 30328

Email: brian.bolick@atkinsrealis.com

Phone: 678.247.2436

**REMIT TO ADDRESS (if different):** PO Box 409357, Atlanta, GA 30384-9357

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain 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 COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**ARTICLE #122 – COUNTY PAYMENT TO CONTRACTOR**

A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this 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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**

(Required for construction, renovation, and repair projects over $100,000.00)

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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.
19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.

27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and 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, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

AtkinsRéalis USA Inc.

By: R. Brian Bolick

Print Name: R. Brian Bolick, PE

Title: Vice President/Sr. Division Manager

Sworn to and subscribed before me this

8 Day of May, 2025.

Notary Public: _____

Notary commission expires: 6/19/2028

[Locus Sigilli – Seal or Stamp]

NICOLE PARRIS NOTARY PUBLIC COBB COUNTY, GEORGIA EXP. JUNE 19, 2028

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

HALL COUNTY
GEORGIA
*We have it all in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
**Taylor Samples, CPA**

ASSISTANT FINANCE DIRECTOR
**Elizabeth White**

PURCHASING MANAGER
**Andy Penick**

# Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
EXHIBIT B – CONTRACT FOR SERVICES

**STATE OF GEORGIA**
**COUNTY OF HALL**

**CONTRACT # 46-001**

For the provision of

## Demand Services for Civil Engineering Services

**ARTICLE #101 – INTRODUCTION**

This Contract for Demand Services for Civil Engineering Services (hereinafter "Services") as entered into on 5/8/2025 and with a limited term from to July 1, 2025 to June 30, 2026 is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County", "Owner") principally located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and BCC Engineering, LLC d/b/a Heath & Lineback, located at 2390 Canton Road, Bldg 200, Marietta, GA 30066 (hereinafter "Contractor").

**WHEREAS** 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** Nothing contained in this Contract shall be construed to convert the Contractor or any of its employees, agents, subcontractors, or sub-subcontractors 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 mutually desire to enter into this Contract to document the provision of Services by the Contractor to the County in exchange for payment as compensation; and,

**WHEREAS** this contract will become legally binding upon signature by both Parties; and,

**NOW, THEREFORE** and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, 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 in the Scope of Work.
B. County agrees to pay as compensation any fees as listed on the Exhibit C – Mandatory Cost Proposal Worksheet.

**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**
Brent Cook
County Engineer
Hall County Community Development and Infrastructure
2875 Browns Bridge Rd
Gainesville, GA 30504
becook@hallcounty.org
Ph: 7770-531-6800

**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 INFORMATION**

Name: W. Allen Krivsky

Title: Senior Vice President

Company Name: BCC Engineering, LLC d/b/a Heath & Lineback

Physical Address: 2390 Canton Road Bldg. 200

City, State, ZIP: Marietta, GA 30066

Email: akrivsky@heath-lineback.com

Phone: 770-424-1668

**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**

From Notice-to-Proceed until substantial and final completion of Services according to agreed time-schedule of and after all subcontractor(s) and material suppliers' liens are satisfied.

**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 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 failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party 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-to-Cure by thirty (30) days after receipt of the 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 relief as to any bonds issued hereon. Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable 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 Contract for failure or delay in fulfilling or performing any obligation under this Contract 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 *ARTICLE #108 – TERMINATION PROVISIONS*.

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, if the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with other such 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 thirty (30) days written notice to the Contractor at any time. Should the 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 this Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) 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 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 expressed 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.

G. **Contractor's Termination Duties.** Upon receipt of a 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.
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 expressed 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 – 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 #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.

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 any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time 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 of the following reasons effective immediately without advance notice:

1. If the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other 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, or maliciously incorrect.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the performance and payment bonds 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 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.

evidence of proof of coverage at least in the amounts indicated in this subsection. The COI 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: "County of Hall, its Board of Commissioners, officers, employees, servants, and agents, 2875 Browns Bridge Rd, Gainesville, GA, 30504". The policy must protect the Contractor and the County (as an 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. 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 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: 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 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. 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

**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.

- $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 motorist's 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.

**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 sales-orders, 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.

**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, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes approved by the County 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/or (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 shall be final, and Contractor will remove the 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 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**

The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a certificate of insurance (COI) providing

**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.

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

- $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 (2) years after the completion of the work and/or contract.

**ARTICLE # 119 – NO WAIVER:**

A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter 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.** Except for 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:**
The 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 receiving 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") and a Purchase Order(s) ("PO") to the Contractor. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) 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 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 a PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Work shall remain in effect from the NTP date 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

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 entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

**ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS – N/A for this contract.**
(Required for construction, renovation, and repair projects over $100,000.00)
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 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 the 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 and withhold funds from compensation in compliance with Georgia law. The County may hold up to five percent (5%) retainage 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. Should either party 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 (30) days 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-

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**

B. 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 Exhibit C – Cost Proposal Bid Form.

C.

~~D.~~ 2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. 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. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

E. 3. The County does not pay for services not yet received but only in arrears.

F. 4. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

G.

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 Cure to Contractor. Contractor agrees that upon receipt of the written Notice to Cure it shall make every effort to correct the deficiency(ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiency(ies), 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.** If the Contractor owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to

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 (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference, and obtaining the same affidavit(s) 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.
4. 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 solicitation documents and the Bidder's response, are herein incorporated into this Contract by reference.

**ARTICLE #130 – SALES TAX EXEMPTION STATUS**

The County is exempt from State of Georgia and Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur for materials. The Bidder must not charge the County any sales and use tax as a separate line item. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #131 – 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, elected officials, or any other person(s) against any loss or expense. This includes reasonable 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 Contract.

**ARTICLE #132 – NOT A JOINT VENTURE**

The County 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 #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 Supplier'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", "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. The terms "goods", "materials", "commodities", "components", "drawings", "drafts", "renderings", "plans" (physical or digital), software, SaaS, 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 respective PO for the consideration set forth herein.
10. The Supplier shall only deliver goods and services as described on the respective 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 a PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
14. The County does not accept automatic contract renewals except for monthly subscription services.
15. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items such as window treatments, floor coverings, pre-mixed paints and stains, fabrication, decoration, or otherwise custom designed products specifically for the County.
16. The County will accept backorders only if goods are out of stock and with prior written notice. Suppliers shall ship all quantities that they have in stock and hold orders for backorders.
17. 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.
18. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities.

19. Deliveries shall be made to the ship-to address(es) listed on the PO and within the time specified. The Supplier must note if multiple ship-to addresses are used and deliver goods to the appropriate ship-to address.
20. Risk of loss of goods shall pass to the County upon inspection and acceptance only.
21. Title to the goods shall remain with the Supplier until acceptance by the County. Receipt of goods or services does not constitute acceptance.
22. Receipt of goods or services does not constitute acceptance.
23. Title to the goods shall remain with the Supplier until acceptance by the County.
24. The Supplier warrants that goods are merchantable, and the Supplier has a legal right to deliver the goods and services and as described herein.
25. The County shall have the right to inspect all goods or services at the time and place of delivery.
26. 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.
27. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
28. This 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, conform exactly to all the descriptions, specifications, and attachments contained in the bid solicitation, request for proposals, invitation for bid, or other advertisements, upon which a PO is based, and the terms, conditions, and specifications of the bid solicitation are incorporated herein by reference and made a part hereof.
    Standard of Care. Contractor will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar local ("Standard of Care") and conform, as applicable, to appropriate federal, state, and local laws, regulations and codes relevant to this Agreement. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

30. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed or digital media materials paid for in full and owned by the County are considered County property and shall be delivered to the County upon request.
31. Invoices should be submitted to the County as described on a PO, and each PO number and/or contract number must be shown on each invoice submitted.
32. In the event that a 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.
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 any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the County, 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 it 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 unless otherwise denoted. 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 the Supplier incurs.
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.
41. Any changes to a PO in quantity or dollar amount require a written change order issued by the County.

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

Print Company's Full Legal Name Below:

BCC Engineering, LLC dba Heath & Lineback

By: W. Allen Krivsky

Print Name: W. Allen Krivsky, PE

Title: Senior Vice President

Sworn to and subscribed before me this

14th Day of July, 2025.

Notary Public: Lisa DeFriese

My commission expires: 07/27/2026

[Notarial Seal or Stamp]

LISA DEFRIESE NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JULY 27, 2026

**HALL COUNTY, GEORGIA**

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
County Clerk

APPROVED AS TO FORM

Nathaniel R. Anderson,
Senior Assistant County Attorney

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 472/2025

**SUBJECT:** Approve the purchase of two (2) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $95,400.00.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** LJM

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the purchase of two (2) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $95,400.00.

**History:**

**Facts and Issues:**
Billy Howell Ford Inc. is the lowest and responsible bidder for these two (2) fully loaded vehicles.

Staff compared this pricing to the Statewide Contract and the pricing listed is comparable to State Contract pricing.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 95,400.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | SPLOST VIII |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| CB | SC | SC | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tab
Quotes

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 472/2025

**Funds Requested:** $ 95,400.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

SPLOST VIII

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 324-SPLOST VIII | 3323-SHERIFFâ€PATROL | 542200-MOTOR VEHICLES | $95,400.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** JM

**Phone:** 678-618-1235

| Agenda Item # 472-2025 - PR #9260385 | Two (2) New Ford Explorer Police Pursuit Vehicles | | |
|---|---|---|---|
| **Bidders** | **Billy Howell Ford** | **Akins Ford Dodge** | **CrossRoads Ford** |
| Vehicle #1 | $ 47,700.00 | $ 47,837.00 | $ 53,320.00 |
| Vehicle #2 | $ 47,700.00 | $ 47,837.00 | $ 53,320.00 |
| **Totals** | **$ 95,400.00** | **$ 95,674.00** | **$ 106,640.00** |

Billy Howell Ford

1805 Atlanta Highway • CUMMING, GA 30040
Phone: (770) 887-2311 • FAX:
www.howellford.com

# BUYERS ORDER

SPC # _____
STOCK NO. H25409
ETCH THEFT PROTECTION _____
DATE 07/09/2025
SALESPERSON Michael Welch

PURCHASER Hall County BOC
ADDRESS 2875 Browns Bridge Rd CITY GAINESVILLE STATE GA
ZIP 30504 COUNTY _____ EMAIL _____
HOME PHONE _____ WORK _____ CELL _____
CAR ☐ TRUCK ☐ VAN ☐ OTHER ☐ E-MAIL _____

| NEW ☑ DEMO ☐ USED ☐ | YEAR | MAKE | MODEL | BODY TYPE |
|---|---|---|---|---|
| | 2025 | Ford | Police Interceptor Utility | Base All-Wheel |
| | SERIAL NUMBER | | ODOMETER READING | COLOR |
| | 1FM5K8AC3SGB96979 | | 7 | Black |

SOCIAL SECURITY NUMBER _____
DATE OF BIRTH _____

Purchaser hereby sells and transfers unto Dealer the used car described herein and warrants that he has absolute title thereto and that same is free from any liens or encumbrances except as disclosed herein, provided however, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated, herein. then and in the event that even if Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election, declare this agreement null and void with no title demand, Dealer may, at its election, declare this agreement null and void with no title passing to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser.

Purchaser certifies that Purchaser is 18 years of age or older.

Purchaser accepts delivery of the vehicle sold by the Dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE I Alta on the vehicle Pursuant to Public Law 85-506.

Exp. Date
Customer Signature

## TRADE-IN DESCRIPTION

Year _____ Make _____
Model _____ Type _____ Mileage _____
Cyl. _____ Color _____
License No. _____ Decal _____
Serial No. _____
Lien Holder _____
Street Address _____
City _____
State _____ Zip _____
Verif. By _____ Good Until _____
Account # _____ Phone # _____

## TITLE INFORMATION

Lien To _____
Address _____
Lien Code # _____

For the purpose of securing credit, I/we authorize BILLY HOWELL FORD to check my/our credit and to answer questions about credit experience with me/us and I/we authorize BILLY HOWELL FORD to check any and all credit sources.

Buyer's Signature X _____ Date 07/09/2025

| | |
|---|---|
| DEALER SUGGESTED RETAIL PRICE | 47,697 00 |
| Total Cash Price | 47,697 00 |
| Trade-In Allowance | |
| Trade Difference | 47,697 00 |
| Electronic Filing Fee | |
| Doc Fee | |
| Sales Tax ___% | |
| Title | |
| Emissions Inspected (Used Only) | |
| GWRA Fee (New Only) | 3 00 |
| Other Fees | |
| Subtotal | 47,700 00 |
| Net Pay Off on Trade-In | |
| Balance | 47,700 00 |
| Deposit / Rebate | |
| Cash on Delivery | |
| Balance | 47,700 00 |
| Total Back Ends | |
| | |
| Balance Due Finance or Cash | 47,700 00 |

Deposit _____ Rec. # _____

I accept delivery of this vehicle and I have read, understand and accept all provisions of this buyers' order covering this Ford Motor Company vehicle that I am purchasing.
THIS ORDER NOT BINDING UNTIL SIGNED BY MANAGER

PURCHASER'S SIGNATURE _____

Accepted by BILLY HOWELL FORD
Sales Manager _____ Date 07/09/2025

QUOTE #1
VEHICLE 1 OF 2

Billy Howell Ford

1805 Atlanta Highway • CUMMING, GA 30040
Phone: (770) 887-2311 • FAX:
www.howellford.com

# BUYERS ORDER

SPC # _____
STOCK NO. H25380
ETCH THEFT PROTECTION _____
DATE 06/27/2025
SALESPERSON _____

PURCHASER HALL COUNTY BOC
ADDRESS 2875 BROWNS BRIDGE RD CITY GAINESVILLE STATE GA
ZIP 30504 COUNTY HALL EMAIL _____
HOME PHONE _____ WORK _____ CELL _____
CAR ☐ TRUCK ☐ VAN ☐ OTHER ☐ E-MAIL _____

| NEW ☑ DEMO ☐ USED ☐ | YEAR | MAKE | MODEL | BODY TYPE |
|---|---|---|---|---|
| | 2025 | Ford | Police Interceptor Utility | Base All-Wheel |
| | SERIAL NUMBER | | ODOMETER READING | COLOR |
| | 1FM5K8AC3SGB86906 | | 5 | Black |

SOCIAL SECURITY NUMBER _____
DATE OF BIRTH _____

Purchaser hereby sells and transfers unto Dealer the used car described herein and warrants that he has absolute title thereto and that same is free from any liens or encumbrances except as disclosed herein, provided however, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated, herein, then and in the event that even if Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election, declare this agreement null and void with no title demand, Dealer may, at its election, declare this agreement null and void with no title passing to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser.

Purchaser certifies that Purchaser is 18 years of age or older.

Purchaser accepts delivery of the vehicle sold by the Dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE I Alta on the vehicle Pursuant to Public Law 85-506.

_____ Exp. Date
Customer Signature

## TRADE-IN DESCRIPTION

Year _____ Make _____
Model _____ Type _____ Mileage _____
Cyl. _____ Color _____
License No. _____ Decal _____
Serial No. _____
Lien Holder _____
Street Address _____
City _____
State _____ Zip _____
Verif. By _____ Good Until _____
Account # _____ Phone # _____

## TITLE INFORMATION

Lien To _____
Address _____
_____
Lien Code # _____

For the purpose of securing credit, I/we authorize BILLY HOWELL FORD to check my/our credit and to answer questions about credit experience with me/us and I/we authorize BILLY HOWELL FORD to check any and all credit sources.

Buyer's Signature X _____ Date 06/27/2025

| | | |
|---|---|---|
| DEALER SUGGESTED RETAIL PRICE | 47,697 | 00 |
| Total Cash Price | 47,697 | 00 |
| Trade-In Allowance | | |
| Trade Difference | 47,697 | 00 |
| Electronic Filing Fee | | |
| Doc Fee | | |
| Sales Tax ___ % | | |
| Title | | |
| Emissions Inspected (Used Only) | | |
| GWRA Fee (New Only) | 3 | 00 |
| Other Fees | | |
| Subtotal | 47,700 | 00 |
| Net Pay Off on Trade-In | | |
| Balance | 47,700 | 00 |
| Deposit / Rebate | | |
| Cash on Delivery | | |
| Balance | 47,700 | 00 |
| Total Back Ends | | |
| | | |
| Balance Due Finance or Cash | 47,700 | 00 |

Deposit _____ Rec. # _____

I accept delivery of this vehicle and I have read, understand and accept all provisions of this buyers' order covering this Ford Motor Company vehicle that I am purchasing.
THIS ORDER NOT BINDING UNTIL SIGNED BY MANAGER

PURCHASER'S SIGNATURE _____

Accepted by BILLY HOWELL FORD
Sales Manager _____ Date 06/27/2025

QUOTE #1
VEHICLE 2 OF 2

**AKINS FORD DODGE** **220 W. MAY STREET WINDER GA 30680**

**CONTACT: JESSICA FARRIBA JFARRIBA@AKINSONLINE.COM (770) 868-5221**

QUOTE # 2

## 2025 FORD EXPLORER POLICE INTERCEPTOR UNIT

STANDARD EQUIPMENT - FULL SIZE SPARE, 18"X18 PAINTED BLACK STEEL WHEELS,CLIMATE CONTROL, DARK CAR, RED AND WHITE DOME LAMP, FRONT CLOTH REAR VINYL SEATS, BLIND SPOT MONITORING,KEYLESS ENTRY - 4 KEY FOBS, POLICE ENGINE IDLE, 8" SCREEN, ANDROID AUTO AND CARPLAY

| Qty | Code | Vehicle Options A | | Total | | Code | Vehicle Options B | | Total |
|---|---|---|---|---|---|---|---|---|---|
| | 99C/44U | 3.0 L V6 ECOBOOST ENGINE | 47,837.00 | 0.00 | | ** | **INTERIOR UPGRADE PACKAGE** | | |
| | 99B/44U | 3.3L V6 DI ENGINE | 44,909.00 | 0.00 | | | 1ST AND SCND ROW CARPET. | | |
| | 99W/44B | 3.3L V6 DI HYBRID ENGINE - LATE AVAILABLE | 45,958.00 | 0.00 | | | REAR CLOTH, CENTER CONSOLE | | |
| | | | | 0.00 | | | 18" ALUMINUM WHEELS | | |
| | | | | 0.00 | | | FLOOR MATS FRONT AND REAR | | |
| | 51T | DRIVERS SIDE SPOT LAMP LED -WHELEN | 420.00 | 0.00 | | | NOT AVAILABLE WITH ECOBOOST | | |
| | 51R | DRIVERS SIDE SPOT LAMP LED - UNITY | 400.00 | 0.00 | | | POWERTRAIN (99C/44U) | | |
| | 942 | DAYTIME RUNNING LIGHTS | 50.00 | 0.00 | | ** | **TAIL LAMP LIGHTING SOLUTION** | | |
| | FW | 2ND ROW CLOTH SEATS | 70.00 | 0.00 | | | LED TAIL LAMP WIG WAG MODULE | | |
| | 60R | NOISE SUPPRESSION BONDS | 100.00 | 0.00 | | | LED LIGHTS ONLY | | |
| | 90D | BALLIS DOOR PANEL DRIVER ONLY LVL III | 1,590.00 | 0.00 | | | | | |
| | 90E | BALLIS DOOR PANEL DRIVER AND PASS LVL III | 3,170.00 | 0.00 | | | | | |
| | 16D | BADGE DELETE | 0.00 | 0.00 | | ** | **REAR LIGHTING SOLUTION** | | |
| | 16P | REAR BUMPER STEP PAD | 100.00 | 0.00 | | | 2 BACKLIT FLASHING LED LIGHTS | | |
| | 67U | ULTIMATE WIRING PACKAGE | 640.00 | 0.00 | | | | | |
| | 63B | SIDE MARKER LED | 340.00 | 0.00 | | ** | **READY FOR THE ROAD PACKAGE** | | |
| | 41H | ENGINE BLOCK HEATER | 190.00 | 0.00 | | | ALL IN COMPLETE LIGHT PACKAGE | | |
| | 47E | 12.1 INTEGRATED COMPUTER SCREEN | 3,700.00 | 0.00 | | ** | **FRONT HEADLAMP LIGHTING SOLUTION** | | |
| | 68G | REAR DOORS/WINDOWS INOPERABLE | 80.00 | 0.00 | | | WIG WAG FUNCTION | | |
| | 16C | FLOOR CARPET WITH MATS | 150.00 | 0.00 | | | 2 RD/BL/WHTE LED SIDE WARNING | | |
| | 21L | FRONT WARNING AUX LIGHTS | 580.00 | 0.00 | | | LIGHTS. PRE WIRE FOR GRILLE LED | | |
| | 43A | REAR AUXILIARY LIFTGATE LIGHTS | 400.00 | 0.00 | | | **REGIONAL DELIVERY FEE:** | | |
| | 63L | REAR QUARTER GLASS SIDE MARKER LIGHTS | 580.00 | 0.00 | | | REGION 1 | 120.00 | 0.00 |
| | 96T | REAR SPOILER TRAFFIC WARNING LIGHTS | 1,500.00 | 0.00 | | | REGION 2 | 100.00 | 0.00 |
| | 65U | INTERIOR UPGRADE PACKAGE | 390.00 | 0.00 | | | REGION 3 | 100.00 | 0.00 |
| | 66B | TAIL LAMP LIGHTING SOLUTION | 430.00 | 0.00 | | | REGION 4 | 100.00 | 0.00 |
| | 66C | REAR LIGHTING SOLUTION | 460.00 | 0.00 | | | REGION 5 | 80.00 | 0.00 |
| | 67H | READY FOR THE ROAD PACKAGE | 3,800.00 | 0.00 | | | REGION 6 | 150.00 | 0.00 |
| | 66A | FRONT HEADLAMP LIGHTING SOLUTION | 900.00 | 0.00 | | | REGION 7 | 150.00 | 0.00 |
| | 76D | DEFLECTOR PLATE | 340.00 | 0.00 | | | REGION 8 | 175.00 | 0.00 |
| | 92R | 2ND ROW SOLAR TINT. REAR PRIVACY GLASS | 90.00 | 0.00 | | | REGION 9 | 175.00 | 0.00 |
| | 64E | 18" PAINTED ALUMINUM WHEEL | 500.00 | 0.00 | | | REGION 10 | 245.00 | 0.00 |
| | | | | | | | REGION 11 | 245.00 | 0.00 |
| | | | | | | | REGION 12 | 245.00 | 0.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | **DELIVERY** | | 0.00 |

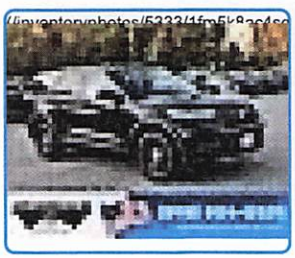
| PAINT COLORS | | | | |
|---|---|---|---|---|
| | | **NO CHARGE PAINTS** | | |
| | UM | AGATE BLACK | | |
| | JS | ICONIC SILVER | | |
| | YZ | OXFORD WHITE | | |
| | UJ | STERLING GREY | | |
| | LK | DARK BLUE | | |
| | TN | SILVER GREY MET | | |
| | M7 | CARBONIZED GRAY | | |
| | E4 | VERMILLION RED | | |
| | LM | ROYAL BLUE | | |

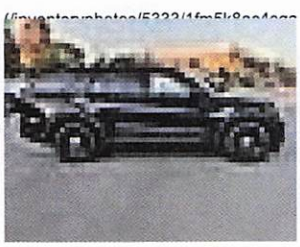
| | |
|---|---|
| **Base Vehicle** | **$0.00** |
| **Total Vehicle Options A** | **$0.00** |
| **DELIVERY** | **$0.00** |
| **TOTAL COST** | **$0.00** |

**Phone #** _____

**Address** _____

**PURCHASE ORDER #** _____





# 2025 Ford Police Interceptor Utility

In Stock

Crossroads Price: $53,320

QUOTE #3

Price may require additional finance requirements, or trade. See dealer for details.

Get More Details

Chat Live!
CALLTEXT US

Click To Call (tel:8048621000)

✓ Get Pre-Approved (/preapproved.aspx)

## Visit our Store

**Crossroads Ford of Apex**
1501 North Salem Street
Apex, NC 27502 (https://www.google.com/maps?q=1501+North+Salem+Street,+Apex,+NC+27502)

**Sales: 919-467-1881 (tel:9194671881)**
**Service: 919-460-5620 (tel:9194605620)**
**Parts: 919-460-5630 (tel:9194605630)**

## Vehicle Information

| VIN: | Stock #: | Model Code: |
|---|---|---|
| **1FM5K8AC4SGA55886** | **U570088** | **K8A** |

BODY STYLE
**Sport Utility**

ENGINE
**6 Cyl - 3.0 L**

EXTERIOR COLOR
**Black**

TRANSMISSION
**Automatic / AWD**

INTERIOR COLOR
**Black**

FUEL TYPE
**Gasoline Fuel**

Chat Live!
CALLTEXT US

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 473/2025

**SUBJECT:** Approve the purchase of five (5) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $221,490.00.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** JM

**Recommendation:**
Approve.

**Purpose of Request:**

Approve the purchase of five (5) new Ford Explorer Police Pursuit Vehicles for the Sheriff's Office to Billy Howell Ford Inc. of Cumming, GA, in the amount of $221,490.00.

**History:**
Beginning with the 1999 – 2000 academic year the Hall County Sheriff's Office, the Hall County Board of Commissioners, and the Hall County School System instituted and established a School Resource Officer Program, which placed a Deputy Sheriff in each of the middle and high schools within the Hall County School System for the purpose of providing Law Enforcement Services for the School System. The School Resource Officer Program has received overwhelming acceptance and support from the participating entities and the community in general. The School Resource Officer Program has been extremely successful in creating a safe environment in the Hall County School System as well as providing the students with outstanding role models. Funded 70% by the School Board and 30% by the Hall County Sheriff's Office.

**Facts and Issues:**
Each of the new Resource Officers will be provided a vehicle by the Sheriff's department.

Staff compared this pricing to the Statewide Contract and the pricing listed is comparable to State Contract pricing.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 221,490.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Restricted Funds SRO Program |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| CB | SC | SC | AY |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Financial Supplement
Bid Tab
Quotes

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 473/2025

**Funds Requested:** $ 221,490.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Restricted Funds SRO Program

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 203-RESTRICTED PROGRAMS FUND | 3390-SCHOOL RESOURCE OFFICERS | 542200-MOTOR VEHICLES | $221,490.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** JM

**Phone:** 678-618-1235

| Agenda Item # 473-2025 - PR #9260384 | Five (5) Patrol Vehicles for recently Created School Resource Officers. | | |
|---|---|---|---|
| **Bidders** | **Billy Howell Ford** | **Brannen Motor Co** | **Akins Ford Dodge** |
| Unit Price for 5 Explorer Pursuit vehicles | $ 44,298.00 | $ 46,900.00 | $ 44,909.00 |
| | | | |
| **Totals** | **$ 221,490.00** | **$ 234,500.00** | **$ 224,545.00** |

## John Morgan (Sheriff's Office)

**From:** Ryan Welch <rwelch@howellford.com>
**Sent:** Thursday, July 10, 2025 5:54 PM
**To:** John Morgan (Sheriff's Office)
**Subject:** Quote for non Ecoboost PIUs

You don't often get email from rwelch@howellford.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.

To whom it may concern:

Billy Howell Ford is bidding five (5) Police Interceptor Utility Vehicles for Hall County Sheriffs Office with the following equipment:

-3.3L V6 Engine
-Black in Color
-Sync Bluetooth System
-Power Windows and Locks

VINs are:

1FM5K8AB9SGB37295
1FM5K8ABXSGB36575
1FM5K8AB3SGB37048
1FM5K8AB3SGB36918
1FM5K8AB4SGC33643

QUOTE #1

$44,298.00 Each 5x= $221,490.00 Total

Thanks for the opportunity!

**Ryan Welch**
**Commercial Account Manager**
**Billy Howell Ford**
**rwelch@howellford.com**
**706-982-2696-Cell**
**678-600-8053-Desk**
**678-600-8049-Fax**

# Your Commercial Veh

- No job or upfit too BIG or too small, We can do the
- Specialized Upfits are MY SPECIALTIES!
- Commercial Vehicle Sales
- Commercial Vehicle Service
- Fleet Management

## RYAN WELCH

Commercial Account Manager
Billy Howell Ford, howellford.com

**John Morgan (Sheriff's Office)**

**From:** jamey@brannenmotors.com
**Sent:** Thursday, May 29, 2025 12:50 PM
**To:** John Morgan (Sheriff's Office)
**Subject:** Brannen Motor Company
**Attachments:** Hall County 2025 specs and quote for Interceptor.pdf

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.

Hey,

I've attached the info for you.

Thanks,
Jamey

# 2025 EXPLORER 4-DOOR

**EXPLORER 4-DOOR**

Brannen Motor Company

**500A**

**VIN:** 1FM5K8AB4SGB46678
**Stock ID:**

**Exterior Color**
AGATE BLACK METALLIC

**Interior Color**
ONYX INTERIOR

Quote #2

Hall County
Total= $46,900.00
(Multiple Units In Stock Now)

### Power & Handling

3.3L TI-VCT V6 ENGINE
10-SPEED AUTO TRANSMISSION

### Exterior Features

- 18" H.D.STEEL WHEELS
- 255/60R18 A/S BSW
- POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED
- LOW/HIGH INCLUDES FRONT
- HOUSING (W/ LED WIG-WAG)
- KEY LOCKS (DR/PASS/LFTGT)
- PRIVACY GLASS 2ND/3RD ROW

### Interior Features

- 35/30/35 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE
- CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- HTD SANITIZATION SOLUTION
- RED/WHITE TASK LIGHTING
- PWR DR/PASS SEAT W/LUMBAR
- SEATBACK INTRUSION PLATES
- TILT/TELESCOPING STEERING
- WHL W/ 4 CONFIGURABLE
- LATCHING SWITCHES

- UNIVERSAL TOP TRAY

**Functional**

- AM/FM/MP3/BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FULL-TIME ALL WHEEL DRIVE
- SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE
- RELEASE
- POLICE BRAKES: 4 WHL DISC
- W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA
- TRANSMISSION OIL COOLER
- TRANSMISSION-10-SPEED AUTO

**Safety/Security**

- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC WITH RSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

**Warranty**

- 3 YR/36K MILE BUMPER-TO-
- BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN
- CARE EXTENDED SERVICE PLAN
- (ZERO DEDUCTIBLE)

**Options**

- 2025 MODEL YEAR
- AGATE BLACK METALLIC
- EBONY CLOTH FRT/VINYL REAR
- FM STEREO
- 3.3L TI-VCT V6 ENGINE
- 10-SPEED AUTO TRANSMISSION
- JOB #2 ORDER
- FORD FLEET SPECIAL ADJUSTMENT
- 50 STATE EMISSIONS
- FRONT LICENSE PLATE BRACKET
- CLASS E 6001-7000 LBS.
- EQUIPMENT GROUP 500A
- NET INVOICE FLEET OPTION (B4A)
- P255/60R18 A/S BSW TIRES
- 119 INCH WHEELBASE
- AUX CLIMATE CONTROL
- CARGO DOME LAMP -RED/WHITE
- POWER DOOR LOCKS
- H8 AGM BATTERY
- COURTESY LAMP DISABLE
- POLICE ENGINE IDLE FEATURE
- CLASS IV TRAILER TOW PACKAGE
- AUTO START-STOP REMOVAL
- POWER MIRROR/BLIND SPOT/HEATED
- KEYLESS ENTRY - 4 FOBS
- TRI-ZONE ELEC TEMP CONTROL

- WIRING GRILL/LAMP/SIREN/SPKRS
- CONFIG AUDIO CTRLS LESS VOICE
- 18" BLACK-PAINTED STEEL WHEEL
- WHEEL HUB CAPS
- PERIMETER ALERT
- FRONT HEADLMP HOUSING ONLY PKG
- REAR TAILLAMP HOUSING
- 8-WAY POWER PASSENGER SEAT
- CLOTH BUCKETS/VINYL REAR SEATS
- ONYX INTERIOR

**AKINS FORD DODGE** 220 W. MAY STREET WINDER GA 30680

CONTACT: JESSICA FARRIBA JFARRIBA@AKINSONLINE.COM (770) 868-5221

QUOTE #3

## 2025 FORD EXPLORER POLICE INTERCEPTOR UNIT

STANDARD EQUIPMENT - FULL SIZE SPARE, 18"X18 PAINTED BLACK STEEL WHEELS,CLIMATE CONTROL, DARK CAR, RED AND WHITE DOME LAMP, FRONT CLOTH REAR VINYL SEATS, BLIND SPOT MONITORING,KEYLESS ENTRY - 4 KEY FOBS, POLICE ENGINE IDLE, 8" SCREEN, ANDROID AUTO AND CARPLAY

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| | | | | 0.00 | | | 18" ALUMINUM WHEELS | | |
| | | | | 0.00 | | | FLOOR MATS FRONT AND REAR | | |
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| | 90E | BALLIS DOOR PANEL DRIVER AND PASS LVL III | 3,170.00 | 0.00 | | | | | |
| | 16D | BADGE DELETE | 0.00 | 0.00 | | ** | **REAR LIGHTING SOLUTION** | | |
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| | 66B | TAIL LAMP LIGHTING SOLUTION | 430.00 | 0.00 | | | REGION 4 | 100.00 | 0.00 |
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| | 64E | 18" PAINTED ALUMINUM WHEEL | 500.00 | 0.00 | | | REGION 10 | 245.00 | 0.00 |
| | | | | | | | REGION 11 | 245.00 | 0.00 |
| | | | | | | | REGION 12 | 245.00 | 0.00 |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | **DELIVERY** | | 0.00 |

| PAINT COLORS | | |
|---|---|---|
| | | **NO CHARGE PAINTS** |
| | UM | AGATE BLACK |
| | JS | ICONIC SILVER |
| | YZ | OXFORD WHITE |
| | UJ | STERLING GREY |
| | LK | DARK BLUE |
| | TN | SILVER GREY MET |
| | M7 | CARBONIZED GRAY |
| | E4 | VERMILLION RED |
| | LM | ROYAL BLUE |

| | |
|---|---|
| **Base Vehicle** | **$0.00** |
| **Total Vehicle Options A** | **$0.00** |
| **DELIVERY** | **$0.00** |
| **TOTAL COST** | **$0.00** |

**Phone #**

**Address**

**PURCHASE ORDER #**

HALL COUNTY
GEORGIA We have it all in Hall

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 464/2025

**SUBJECT:** Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of $59,577.29.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** LJM

**Recommendation:**
Approve

**Purpose of Request:**
Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of $59,577.29.

**History:**
The original bid was RFQ/P#: 37-009, which included the purchase of hardware and software. The bid was awarded to Superion, LLC until their name was changed to CentralSquare Technologies.

**Facts and Issues:**
This is exempt under the purchasing ordinance as a software renewal subscription. This is a request for the Board to approve due to the cost threshold.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 59,577.29 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | General Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | 2025-08-14 |

**Approvals:**

| Submit | Approve | Purchasing | Budget |
|---|---|---|---|
| SM | SC | AP | JM |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | JL | CR | JR |

**Attachments:**

Financial Supplement
Invoice 437492

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 464/2025

**Funds Requested:** $ 59,577.29

**Request Budgeted:** Yes

**Proposed Source of Funding:**

General Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 100-GENERAL FUND | 3310-SHERIFFâ€OPERATIONS | 521000-PROFESSIONAL SERVICES | $59,577.29 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** SM

**Phone:** 770-531-6887

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 437492 | 5/2/2025 | 1 of 6 |

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**
Hall County, GA
Hall County Board of Commissioners
Accounts Payable Hall County GA
P.O. DRAWER 1435
GAINESVILLE GA 30503
United States

**Ship To**
Hall County, GA
Sean McCusker
2859 Browns Bridge Road
Gainesville GA 30504
United States

| Customer No | Customer Name | Customer PO # | Currency | Due Date |
|---|---|---|---|---|
| 1474 | Hall County, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| Quote No. Q-213437 | | | | |
| 1 | ONESolution Field Training Online-Cloud - Annual Maintenance Fee<br>ONESolution Field Training Online-Cloud<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 0.00 | 0.00 |
| 2 | ONESolution Field Training Online-Cloud - Access Fee<br>ONESolution Field Training Online-Cloud<br>Maintenance: Start:7/1/2025, End: 6/30/2026 | 1 | 1,946.54 | 1,946.54 |
| 3 | ONESolution JMS VINE Interface - Annual Maintenance Fee<br>ONESolution JMS VINE Interface<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 180.26 | 180.26 |
| 4 | ONESolution MFR Client-Investigative Leads - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 18.03 | 721.05 |
| 5 | ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 48.07 | 1,922.80 |
| 6 | ONESolution MFR Client-Canine - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 36.06 | 36.06 |
| 7 | ONESolution Mobile Field Reporting Server - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 4,806.99 | 4,806.99 |
| 8 | ONESolution MCT Client-No CAD Interface - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 48.07 | 1,922.80 |
| 9 | ONESolution State/NCIC Messaging Software - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,862.72 | 1,862.72 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 437492 | 5/2/2025 | 2 of 6 |

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

**Bill To**
Hall County, GA
Hall County Board of Commissioners
Accounts Payable Hall County GA
P.O. DRAWER 1435
GAINESVILLE GA 30503
United States

**Ship To**
Hall County, GA
Sean McCusker
2859 Browns Bridge Road
Gainesville GA 30504
United States

| Customer No | Customer Name | Customer PO # | Currency | Due Date |
|---|---|---|---|---|
| 1474 | Hall County, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 10 | ONESolution Jail Management System - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 25 | 138.20 | 3,455.02 |
| 11 | ONESolution Jail Commissary - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 660.97 | 660.97 |
| 12 | ONESolution Hand-Held Mass Movement - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 721.05 | 721.05 |
| 13 | ONESolution Hand-Held Special Watch - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 721.05 | 721.05 |
| 14 | ONESolution Keefe Commissary Interface-Basic - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 180.26 | 180.26 |
| 15 | ONESolution Securus Phone System Interface - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 300.43 | 300.43 |
| 16 | ONESolution Daily Activity - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 540.79 | 540.79 |
| 17 | ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 540.79 | 540.79 |
| 18 | ONESolution JMS Client License for Message Switch - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 24.03 | 24.03 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 437492 | 5/2/2025 | 3 of 6 |

Superion, LLC, a CentralSquare Company
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|---|---|---|---|---|
| 1474 | Hall County, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 19 | ONESolution RMS OpCenter - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,201.75 | 1,201.75 |
| 20 | ONESolution Gang - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 937.37 | 937.37 |
| 21 | ONESolution Police-to-Citizen - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,201.75 | 1,201.75 |
| 22 | ONESolution PS&J Development & Maintenance - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,021.49 | 1,021.49 |
| 23 | ONESolution MFR Client-Arrest - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 36.05 | 1,442.10 |
| 24 | ONESolution Accident - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 480.70 | 480.70 |
| 25 | ONESolution Intelligence - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 937.37 | 937.37 |
| 26 | ONESolution Link Analysis - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,502.18 | 1,502.18 |
| 27 | ONESolution Applicant Tracking - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 697.02 | 697.02 |
| 28 | ONESolution RMS Client License for Message Switch - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 24.03 | 24.03 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 437492 | 5/2/2025 | 4 of 6 |

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Lake Mary, FL 32746

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|---|---|---|---|---|
| 1474 | Hall County, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 29 | ONESolution Barcoding Server License - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 549.81 | 549.81 |
| 30 | ONESolution Property & Evidence - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,742.54 | 1,742.54 |
| 31 | ONESolution Records Management System - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 25 | 135.20 | 3,379.92 |
| 32 | ONESolution Problem-Oriented Policing - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 721.05 | 721.05 |
| 33 | ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 721.05 | 721.05 |
| 34 | ONESolution Canine Tracking - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 480.70 | 480.70 |
| 35 | ONESolution Crime Analysis Plus - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,706.48 | 1,706.48 |
| 36 | ONESolution Professional Standards - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,658.41 | 1,658.41 |
| 37 | ONESolution Quartermaster - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,141.67 | 1,141.67 |
| 38 | ONESolution Civil Processing - Annual Maintenance Fee<br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,141.67 | 1,141.67 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 437492 | 5/2/2025 | 5 of 6 |

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| 1474 | Hall County, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 39 | ONESolution Residential Security Watch - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 0.00 | 0.00 |
| 40 | ONESolution Sex Offender - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 1,418.07 | 1,418.07 |
| 41 | ONESolution RMS Training Module - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 576.84 | 576.84 |
| 42 | ONESolution MFR Client-Citation - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 48.07 | 1,922.80 |
| 43 | ONESolution MFR Client-Daily Activity - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 24.04 | 961.41 |
| 44 | ONESolution Mobile Server Software - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 4,806.99 | 4,806.99 |
| 45 | ONESolution MFR Client - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 96.14 | 3,845.59 |
| 46 | ONESolution MFR Client-Fleet Maintenance - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 40 | 18.03 | 721.05 |
| 47 | ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee<br><br>Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 48.08 | 48.08 |

# Invoice

| Invoice No | Date | Page |
|---|---|---|
| 437492 | 5/2/2025 | 6 of 6 |

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
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Billing Inquiries: Accounts.Receivable@centralsquare.com

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| 1474 | Hall County, GA | | USD | 6/30/2025 |

Invoice Sequence Number 1 of 1

| | Description | Units | Rate | Extended |
|---|---|---|---|---|
| 48 | ONESolution Offender Watch Interface Annual Maintenance - Annual Maintenance Fee<br>ONESolution Offender Watch Interface Maintenance: Start:1/1/2026, End: 6/30/2026 | 1 | 2,043.79 | 2,043.79 |

**Please include invoice number(s) on your remittance advice.**
**ACH:**
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

**Check:**
12709 Collection Center Drive
Chicago, IL 60693

| | |
|---|---|
| **Subtotal** | 59,577.29 |
| **Tax** | 0.00 |
| **Invoice Total** | 59,577.29 |
| **Payments Applied** | 0.00 |
| **Balance Due** | **USD 59,577.29** |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 471/2025

**SUBJECT:** Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is $182,788.62.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BW

**Recommendation:**
Approve.

**Purpose of Request:**
Approve the purchase of drug screen testing kits and services for Treatment Services to Microgenics Corporation of Fremont, CA. The estimated cost is $182,788.62.

**History:**

**Facts and Issues:**
Thermo Fisher's subsidiary Fisher Scientific Company LLC distributes Microgenics Corporation drug screen testing kits as part of Items Favorably Negoitated as Part of a Statewide Contract (SWC) # 99999-SPD-SPD0000156-0003 Biological and Laboratory Equipment and Supplies (expiration 9/15/2026) and is the sole source supplier for the products and services utilized by Treatment Services for the Thermo Mindray BA800 Chemistry Analyzer for the Northeastern Judicial Circuit, Hall County.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 182,788.62 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Grants & Restricted Funds |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |

**Has it been reviewed by the County Attorney?** Yes

**Is there a deadline for this item?**

**Approvals:**

| Buyer | Submit | Approve | Purchasing |
|---|---|---|---|
| CB | BW | KM | JR |
| **Budget** | **Finance** | **Attorney** | **Administration** |
| JM | TS | JL | JR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Financial Supplement
Renewal Letter for Signature
Renewal Contract
Statewide Contract
Sole Source

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 471/2025

**Funds Requested:** $ 182,788.62

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Grants & Restricted Funds

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 203-RESTRICTED PROGRAMS FUND | 2160-TREATMENT SERVICES | 531100-GENERAL SUPPLIES AND MATERIALS | $54,978.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2161-DRUG COURT | 531100-GENERAL SUPPLIES AND MATERIALS | $49,730.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2162-DUI COURT | 531100-GENERAL SUPPLIES AND MATERIALS | $21,747.28 |
| 2026 | 250-MULTIPLE GRANT FUND | 2163-MENTAL HEALTH COURT | 531100-GENERAL SUPPLIES AND MATERIALS | $33,211.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2165-FAMILY TREATMENT COURT | 531100-GENERAL SUPPLIES AND MATERIALS | $23,122.34 |

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** KM

**Phone:** 770-532-1895

ThermoFisher SCIENTIFIC

The world leader in serving science

Microgenics Corporation
46500 Kato Road
Fremont, CA 94538
FEIN: 68-0418167

Date: August 5, 2025

**RE: Renewal of Equipment Placement Agreement in reference to the State of Georgia master agreement GBI 47100-GBI0000100 dated 10/05/2020, and the related Reagent Amendment to the Purchase of Drug Testing Services and Supplies Utilizing a Drugs of Abuse Analyzer on an Annual Renewable Contract.**

As stated in the original agreement, Northeastern Judicial Circuit has the option to renew the above referenced contract, for an additional twelve-month period. Renewal of this contract is based on the following:

1) Terms, conditions and pricing remain the same (or as indicated in the original pricing schedule) with the exception of the following amendments to the original terms and conditions:

13. MISCELLANEOUS (b) is amended to read as follows:

The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Hall County, Georgia in any action arising out of or relating to this Agreement.

8.2 By Buyer is amended to read as follows:

To the extent permitted by law, Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

**[SIGNATURES ON FOLLOWING PAGE]**

ThermoFisher
SCIENTIFIC

**Renewal Contract Period: August 5, 2025, through August 5, 2026**

Please sign this renewal agreement below, which will serve as your official request to renew this contract for the period specified above. Please e-mail your response to todd.fernandez@thermofisher.com**.**

We appreciate your cooperation and service during this period and look forward to working with you going forward.

Print Full Name _____

Signature _____ Date _____

Email Address_____

DocuSign Envelope ID: C78E91D3-0304-4EDE-8EFF-832AEED8C407

# Reagent Amendment

Microgenics Corporation
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

**Customer #:** C1002043

**Attn: Jessi Emmett**
**Northeastern Judicial Circuit, Hall & Dawson Counties**
**Po Box 1435**
**Gainesville, GA 30503**

**Analyzer: Thermo Mindray BA800**

The purpose of this modification is to amend the instrument to Thermo Mindray BA800 and existing pricing to the Reagent Agreement (fully executed) dated *October 01, 2020* between Microgenics and **Northeastern Judicial Circuit, Hall & Dawson Counties.**

| Analyte | Product | Description | # Annual Tests | # Annual Kits | Yield | Kit Price | $/Test | Annual Total | Term Total |
|---|---|---|---|---|---|---|---|---|---|
| Alcohol | 0038 | Alcohol (Ethyl) 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Amphetamine | 0018 | Amphetamine 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Barbiturate | 0226 | Barbiturate 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Benzodiazepine | 0040 | Benzodiazepine 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Cocaine | 0056 | Cocaine 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Creatinine | 1797 | Creatinine 500mL | 30,000 | 3.3 | 9,027 | $902.70 | $0.100 | $2,979 | $20,852 |
| Ecstasy | 100076 | Ecstasy (MDMA) 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| EDDP | 100116 | Methadone Metabolite (EDDP) 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| ETG | 10015893 | EtG Ethylglucuronide 500mL CJF | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Fentanyl | 10016005 | Fentanyl 500mL CJF | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| General Oxidant | 10009958 | General Oxidant Validity 500mL | 12,000 | 1.3 | 9,456 | $945.60 | $0.100 | $1,229 | $8,605 |
| Hydrocodone | 10018053 | Hydrocodone 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Opiate | 0136 | Opiate 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Oxycodone | 100249 | Oxycodone 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| PH | 100054 | pH Validity Detect 500mL | 12,000 | 1.5 | 7,960 | $796.00 | $0.100 | $1,194 | $8,358 |
| Propoxyphene | 0433 | PPX (Propoxyphene) 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Sp Gravity | 1194 | Specific Gravity Detect Validity 500mL | 12,000 | 1.3 | 9,027 | $902.70 | $0.100 | $1,174 | $8,215 |
| THC | 0186 | THC (Cannabinoids) 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| 6-AM | 100186 | Heroin (6AM) Metabolite LC | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Buprenorphine | 100240 | Buprenorphine MCC | 12,000 | 10.7 | 1,118 | $324.22 | $0.290 | $3,469 | $24,284 |
| Kratom | 10026612 | Mitragynine (Kratom) MCC | 2,400 | 2.1 | 1,118 | $1,285.70 | $1.150 | $2,700 | $18,900 |
| Synthetic Cannabinoids | 10022955 | UR-144/XLR-11 MCC | 2,400 | 2.1 | 1,118 | $1,062.10 | $0.950 | $2,230 | $15,613 |
| Synthetic Cannabinoids | 10022977 | AB-PINACA MCC | 2,400 | 2.1 | 1,118 | $1,062.10 | $0.950 | $2,230 | $15,613 |

In addition to the above the additional secondary pricing is as follows:

DocuSign Envelope ID: C78E91D3-0304-4EDE-8EFF-832AEED8C407

Except as modified above, the terms and conditions of Reagent Agreement dated *October 01, 2020* shall remain unchanged and in full force and effect.

MGC Representative Name (print): Todd Fernandez

Customer Name(print): Jessi Emmett

Customer Signature: _____ Date: 5/24/22

Microgenics Contracts Manager Signature: DocuSigned by: Deborah Robinson 1787BDB7DACA4E7... Date: 5/25/2022

DocuSign Envelope ID: 30382759-1EFC-4943-9494-DC9C33F7D471

ThermoFisher SCIENTIFIC

# Pricing valid 60 days from delivery of price quote

## PROGRAM AGREEMENT

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

This Agreement is by and between MICROGENICS CORPORATION "Seller" and Northeastern Judicial Circui (hereinafter referred to as "Buyer").

**SECTION I: ACCOUNT INFORMATION**

Initial Contract Period: 84 months "Contract Term"

| BILL TO INFORMATION: | | SHIP TO INFORMATION: | |
|---|---|---|---|
| Account No.: | **C1002043** | Account No.: | **C1002043** |
| Customer Name: | **Northeastern Judicial Circui** | Customer Name: | **Hall County Treatment** |
| Street Address: | Hall & Dawson Counties,Po Box 1435, Attn: Accounts Payable | Street Address: | Services,2318 Browns Bridge Road |
| City, State, ZIP: | Gainsville, GA 30503 | City, State, ZIP: | Gainesville, GA 30504 |
| Telephone: | 770 536-3837 | Telephone: | 770 536-3837 |
| Fax: | 770 536-1023 | Fax: | 770 536-1023 |
| Finance Contact, Title: | Jesse Hemmett | Lab Contact, Title: | Brittany Williamson |
| E-mail: | | E-mail: | |
| Taxable: | YES | Taxable: | YES |
| Tax Code: | US-GA | Tax Code: | 111390540 |

**SECTION II: TERMS and INSTRUMENT INFORMATION**

| | | | |
|---|---|---|---|
| Term (Months): | 84 | Payment Terms: | NET 30 DAYS |
| Primary Analyzer Model: | Thermo Mindray BA800 | Instrument Consumables: | Included |
| Placement Option: | Reagent Rental | Water System: | Included |
| Purchase Price per Analyzer: | $0 | Water System Vendor: | |
| Monthly Lease Amount Per Analyzer: | $0 | Lab Information System: | Included |
| Service Option: | Mon-Fri, 8AM-5PM | Lab Information System Vendor: | |
| Service Cost Per Year Per Analyzer: | Included | End of Term Purchase Option: | Purchase at Fair Market Value |
| Service Vendor: | | | |

| Annual Purchase Commitment | | Total Contract Purchase Commitment | |
|---|---|---|---|
| Total Annual Committed Tests: | 427,200 | Total Committed Tests: | 2,990,400 |
| Est. Reagent Purchase Commitment: | $115,374.27 | Total Reagent Commitment: | $807,619.88 |
| Est. Cals. & Controls Commitment: | $0.00 | Total Calibration Commitment: | $0.00 |
| Annual Instrument Lease Charges: | $0.00 | Total Instrument Lease: | $0.00 |
| Annual Instrument Service Charges: | $0.00 | Total Instrument Service Charge: | $0.00 |
| **Total Annual Purchase Commitment:** | **$115,374.27** | Instrument Purchase Total: | $0.00 |
| | | **Total Contract Commitment:** | **$807,619.88** |

**SECTION III: ADDITIONAL COMMENTS**

This is a Siemens takeaway under the Georgia state contract. The 8500 miscellaneous covers power supply (4K), freight (4K), and computer stand (400). Shipping is estimated under the annual miscellaneous (2K). In terms of importance this is one of the first and largest drug courts in Georgia.

**SECTION IV: SIGNATURES**

**This Agreement shall not commence and become binding unless and until accepted in writing below by an authorized representative of Microgenics Corporation from its Home Office. This Agreement is effective as of the date noted with the authorized Seller/Home Office signature ("Effective Date"). The Agreement will continue for the period of time shown as "Contract Term" above.**

Buyer Name/Title (print): Jesse Hemmett

Buyer Signature: _____ Date: _____

Microgenics Sales Rep. Name (print): Todd Fernandez, todd.fernandez@thermofisher.com, 985-276-0540

Microgenics Home Office Signature: _____ Date: _____

Entry #6591 Date Printed: 3/3/2022

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## SECTION VII Reagent Rental Addendum

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

Buyer: **Northeastern Judicial Circui**

1. **REAGENT PURCHASE:** Under this Agreement, Customer agrees to purchase an Annual Purchase Commitment (as defined in Section II above) of Seller's products as described in Section II, V and VI (hereinafter the "Products") during the Term (as defined in Section I) commencing on the Effective Date. Each twelve- month period during the Term shall be referred to as a "Contract Year". In exchange, Seller will install the instrument(s) identified in Section II ("Instrument(s)") at the Buyer's above location, provided that Buyer shall be responsible for shipping costs and sales tax for the Instrument, if applicable.
   The Products will be ordered as needed by separate and individual purchase orders for each transaction, or standing order.
   The prices for the Products are listed in Sections V and VI and shall be firm for all purchase orders received by Seller during the first Contract Year. Seller may increase the prices for the Products no more than once in any Contract Year, by giving notice to Buyer. Notwithstanding the foregoing, upon 30 days written notice to the Buyer, Seller may increase the purchase price for any Product to account for (i) a significant increase in the cost of any raw material for the Product; (ii) any other significant increase in the cost to manufacture or supply the Product under this Agreement; or (iii) for a measurable decline in volume of Products purchased by Buyer. Should Buyer's Products consumption fall below the agreed Annual Purchase Commitment in any given Contract Year, Seller is entitled to the volume compliance amount(annual contract revenue minus actual sales) and reserves the right to re-negotiate pricing with the Buyer.
2. **SERVICE:** Seller or Seller's authorized representatives shall service the Instruments and shall replace parts necessary to keep the Instruments in working order at no additional cost to Buyer for the duration of the agreement. Buyer shall not alter the Instrument or make any repairs not clearly specified by Seller. Buyer shall operate the Instrument in accordance with the User Manual at all times and be responsible for maintaining the proper environment for the Instrument. Seller is not obligated to perform service on any Instrument that in Seller's sole judgment (i) has been damaged by environmental or operational conditions, including but not limited to the elements, an accident, failure of electrical power, or acts of nature; (ii) has been modified or utilized with unauthorized parts or non-Seller software or reagents; (iii) has been repaired by any individual that is not an authorized Seller employee or designee; or (iv) has been used by an operator that has failed to follow standard Instrument maintenance policies. Any work done on an instrument that was caused by one of the aforementioned events will be billed to the Buyer at the Seller's then current hourly rate.
3. **TITLE:** Seller or Seller's authorized representatives shall service the Instruments and shall replace parts necessary to keep the Instruments in working order at no additional cost to Buyer for the duration of the agreement. Buyer shall not alter the Instrument or make any repairs not clearly specified by Seller. Buyer shall operate the Instrument in accordance with the User Manual at all times and be responsible for maintaining the proper environment for the Instrument. Seller is not obligated to perform service on any Instrument that in Seller's sole judgment (i) has been damaged by environmental or operational conditions, including but not limited to the elements, an accident, failure of electrical power, or acts of nature; (ii) has been modified or utilized with unauthorized parts or non-Seller software or reagents; (iii) has been repaired by any individual that is not an authorized Seller employee or designee; or (iv) has been used by an operator that has failed to follow standard Instrument maintenance policies. Any work done on an instrument that was caused by one of the aforementioned events will be billed to the Buyer at the Seller's then current hourly rate.
4. **RISK OF LOSS:** Buyer assumes responsibility for loss or damage to the Instruments from any cause whatsoever, except for loss or damage caused by Seller, its employees or agents. Buyer shall promptly notify Seller of any loss or damage to the Instruments. If Seller, in its discretion, determines that the damaged Instruments are repairable, the Buyer shall pay the costs of repair and Seller, at its option, shall either repair or replace the Instruments. If Seller decides the Instruments are unrepairable, or if the Instruments are lost or stolen, then the Buyer shall pay Seller the balance of the amounts owed for the prorated cost of the instrument(s).
5. **INSPECTION AND LOCATION:** Seller may, with reasonable notice during regular business hours, enter upon the Buyer's premises where the Instruments are located for the purpose of inspecting the Instruments. Instruments may not be relocated without written approval from Seller.
6. **DISCOUNT/PRICE REDUCTION DISCLOSURE:** Buyer has been informed of and agrees to properly disclose and appropriately reflect any discounts or reductions in price associated with Products or Instruments described in this Agreement, in costs claimed or charges made by Buyer under Medicare, Medicaid, or federal or state healthcare programs requiring such disclosure or reporting, Social Security Act, section 1128B (b) (3) (A), 42 U.S.C. section 1320a-7b (b) (3) (A). If Buyer needs any additional information from Seller in order to meet such requirements, Buyer agrees to make a written request.
7. **INSURANCE:** The Buyer shall provide, maintain and pay for (a) insurance against the loss or theft of or damage to the Instruments, for full replacement value thereof, naming Seller as an additional insured, and (b) comprehensive product liability insurance protecting against claims for bodily injury, death and/or property damage arising out of the use, possession, operating or condition of the Instrument. The Buyer shall maintain general liability insurance having minimum limits of $1,000,000.00 per claim and $2,000,000.00 in the aggregate, and worker's compensation coverage having statutory limits. At Seller's request, the Buyer shall make available such insurance policies for Seller's review and inspection.
8. **TRANSPORTATION AND RETURN OF EQUIPMENT:** If, for any reason, the Buyer needs to return the Instruments, the Buyer must notify Seller Technical Service for packing and shipping instructions. The Instruments are to be returned in the same condition as received, ordinary wear and tear accepted. The Buyer will be responsible for the loss of or damage to the Instruments while they are in return transit and shall bear the packing and transportation expenses for the return of the Instruments.
9. **FORCE MAJEURE:** Except for Buyer's obligation to pay for Products under this Agreement, neither Party shall be liable to the other for its delay or failure to perform under this Agreement or shall have any right to terminate this Agreement for any such delay or failure in performance attributable to any Act of God including but not limited to, flood, fire, explosion, strike, lockout, labor dispute, casualty or accident, war, revolution, civil commotion, act of public enemies, blockage or embargo, injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or subdivision, authority or representative of any such

government, or any other cause beyond the reasonable control of such Party, if the Party affected shall give prompt notice of any such cause to the other Party. The Party giving such notice shall thereupon be excused from such of its obligations, hereunder for the period of time that it is so disabled.

10. **DISCLAIMER:** The individual kit yields results may vary based on multiple factors, Yields should be used as a reference point only. Any change to the actual kit yield does not guarantee a retroactive credit or billing.

11. **ADDITIONAL TERMS/ENTIRE AGREEMENT:** This Agreement and the attached terms and conditions of sale in Section VIII, including but not limited to the warranty, indemnification and other terms of sale, supersedes all terms and conditions contained in any order form issued by the Buyer, which are hereby expressly rejected. If any terms in Section VIII conflict with this Agreement or other Section(s), the terms in this Agreement and/or such other Section(s) supersede the conflicting term in Section VIII. This Agreement hereby cancels and supersedes all previous Agreements between the parties hereto pertaining to the subject matter hereof whether in oral or in writing and constitutes the entire Agreement of the parties hereto, and shall not be amended or altered in any respect except in writing executed by the parties.

Buyer Signature: _____ Date: _____ Date Printed: 3/3/2022

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ThermoFisher SCIENTIFIC

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

## SECTION V Committed Products Addendum

Customer: Northeastern Judicial Circui
Contract Length (Months): 84
Total Annual Tests: 427,200
Estimated Annual $*: $115,374

(*Annual $ includes estimated calibration)

**(ALL PRICES IN THIS SECTION ARE SUBJECT TO 0 % YEARLY INCREASE)**

| Analyte | Product | Description | # Annual Tests | # Annual Kits | Yield | Kit Price | $/Test | Annual Total | Term Total |
|---|---|---|---|---|---|---|---|---|---|
| Alcohol | 0038 | Alcohol (Ethyl) 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Amphetamine | 0018 | Amphetamine 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Barbiturate | 0226 | Barbiturate 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Benzodiazepine | 0040 | Benzodiazepine 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Cocaine | 0056 | Cocaine 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Creatinine | 1797 | Creatinine 500mL | 30,000 | 3.3 | 9,027 | $902.70 | $0.100 | $2,979 | $20,852 |
| Ecstasy | 100076 | Ecstasy (MDMA) 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| EDDP | 100116 | Methadone Metabolite (EDDP) 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| ETG | 10015893 | EtG Ethylglucuronide 500mL CJF | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Fentanyl | 10016005 | Fentanyl 500mL CJF | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| General Oxidant | 10009958 | General Oxidant Validity 500mL | 12,000 | 1.3 | 9,456 | $945.60 | $0.100 | $1,229 | $8,605 |
| Hydrocodone | 10018053 | Hydrocodone 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Opiate | 0136 | Opiate 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| Oxycodone | 100249 | Oxycodone 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| PH | 100054 | pH Validity Detect 500mL | 12,000 | 1.5 | 7,960 | $796.00 | $0.100 | $1,194 | $8,358 |
| Propoxyphene | 0433 | PPX (Propoxyphene) 500mL | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Sp Gravity | 1194 | Specific Gravity Detect Validity 500mL | 12,000 | 1.3 | 9,027 | $902.70 | $0.100 | $1,174 | $8,215 |
| THC | 0186 | THC (Cannabinoids) 500mL | 30,000 | 3.3 | 9,027 | $2,617.83 | $0.290 | $8,639 | $60,472 |
| 6-AM | 100186 | Heroin (6AM) Metabolite LC | 12,000 | 1.3 | 9,027 | $2,617.83 | $0.290 | $3,403 | $23,822 |
| Buprenorphine | 100240 | Buprenorphine MCC | 12,000 | 10.7 | 1,118 | $324.22 | $0.290 | $3,469 | $24,284 |
| Kratom | 10026612 | Mitragynine (Kratom) MCC | 2,400 | 2.1 | 1,118 | $1,285.70 | $1.150 | $2,700 | $18,900 |
| Synthetic Cannabinoids | 10022955 | UR-144/XLR-11 MCC | 2,400 | 2.1 | 1,118 | $1,062.10 | $0.950 | $2,230 | $15,613 |
| Synthetic Cannabinoids | 10022977 | AB-PINACA MCC | 2,400 | 2.1 | 1,118 | $1,062.10 | $0.950 | $2,230 | $15,613 |
| | | | **427,200** | | | | | **$115,374** | **$807,620** |

Buyer Signature/Date: _____ Date Printed: 3/3/2022

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ThermoFisher SCIENTIFIC

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

# SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui
Primary Instrument: Thermo Mindray BA800 Annual Testing Volume: 427,200

## DRI DRUGS OF ABUSE PRODUCTS

### DRI DRUGS OF ABUSE ASSAYS

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 0017 | Amphetamine 100mL * * | 100mL | 1754 | $508.66 |
| 0037 | Alcohol (Ethyl) 100mL * * | 100mL | 1754 | $508.66 |
| 0039 | Benzodiazepine 100mL * * | 100mL | 1754 | $508.66 |
| 0055 | Cocaine 100mL * * | 100mL | 1754 | $508.66 |
| 0135 | Opiate 100mL * * | 100mL | 1754 | $508.66 |
| 0160 | PCP (Phencyclidine) 100mL | 100mL | 1754 | $737.56 |
| 0161 | PCP (Phencyclidine) 500mL | 500mL | 9027 | $3,795.85 |
| 0185 | THC (Cannabinoids) 100mL * * | 100mL | 1754 | $508.66 |
| 0225 | Barbiturate 100mL * * | 100mL | 1754 | $508.66 |
| 0394 | Cotinine 100mL | 100mL | 1754 | $2,416.14 |
| 0395 | Cotinine 500mL | 500mL | 9027 | $12,434.69 |

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 0432 | PPX (Propoxyphene) 100mL * * | 100mL | 1754 | $508.66 |
| 0514 | Methaqualone 100mL | 100mL | 1754 | $737.56 |
| 0515 | Methaqualone 500mL | 500mL | 9027 | $3,795.85 |
| 0596 | Methadone 100mL | 100mL | 1754 | $737.56 |
| 0597 | Methadone 500mL | 500mL | 9027 | $3,795.85 |
| 100075 | Ecstasy (MDMA) 100mL * * | 100mL | 1754 | $508.66 |
| 100115 | Methadone Metabolite (EDDP) 100mL * * | 100mL | 1745 | $506.05 |
| 10015894 | EtG Ethylglucuronide 68mL CJF * * | 68mL | 1172 | $339.88 |
| 100248 | Oxycodone 70mL * * | 70mL | 1172 | $339.88 |
| 10028871 | DRI Fentanyl II 2X500 mL (FDA) | 2X500 mL | 6620 | $4,623.00 |
| 10028872 | DRI Fentanyl II 115 mL (FDA) | 115mL | 1486 | $3,999.99 |

### DRI DAU CONTROLS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 0239 | Alcohol (Ethyl) 50mg/dL Control 5mL | 5mL | $0.00 |
| 0243 | Alcohol (Ethyl) 300mg/dL Control 5mL | 5mL | $0.00 |
| 0460 | Cotinine Control 300ng/mL | 5mL | $0.00 |
| 0470 | Cotinine Control 700ng/mL | 5mL | $0.00 |
| 10015934 | EtG Ethylglucuronide Control 375ng/mL CJF | 25mL | $0.00 |
| 10015936 | EtG Ethylglucuronide Control 625ng/mL CJF | 25mL | $0.00 |
| 10015937 | EtG Ethylglucuronide Control 750ng/mL CJF | 25mL | $0.00 |
| 10015939 | EtG Ethylglucuronide 1250ng/mL Control CJF | 25mL | $0.00 |
| 10016022 | Fentanyl 1ng/mL Control CJF | 25mL | $0.00 |
| 10016024 | Fentanyl 3ng/mL Control CJF | 25mL | $0.00 |

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 10028875 | DRI Fentanyl II Control Kit (FDA) | 2 X 10mL per level | $0.00 |
| 10018149 | Hydrocodone 225ng/mL & 375ng/mL Control Set | 10mL | $0.00 |
| 100254 | Oxycodone 100ng/mL Cutoff Control | 10mL | $0.00 |
| 100255 | Oxycodone 300ng/mL Cutoff Control | 10mL | $0.00 |
| 0168 | THC (Cannabinoids) 60ng/mL Control 5mL | 5mL | $0.00 |
| 0170 | THC (Cannabinoids) 40ng/mL Control 5mL | 5mL | $0.00 |
| 0212 | THC (Cannabinoids) 125ng/mL Control 5mL | 5mL | $0.00 |
| 0214 | THC (Cannabinoids) 75ng/mL Control 5mL | 5mL | $0.00 |
| 1401 | THC (Cannabinoids) 40ng/mL Control 25mL | 25mL | $0.00 |
| 1402 | THC (Cannabinoids) 60ng/mL Control 25mL | 25mL | $0.00 |
| 1404 | THC (Cannabinoids) 125ng/mL Control 25mL | 25mL | $0.00 |

### DRI DAU CALIBRATORS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 0241 | Alcohol (Ethyl) 100mg/dL Cal 5mL | 5mL | $0.00 |
| 0311 | Alcohol (Ethyl) Negative Cal 5mL | 5mL | $0.00 |
| 1405 | Alcohol (Ethyl) Negative Cal 25mL | 25mL | $0.00 |
| 1406 | Alcohol (Ethyl) 100mg/dL Cal 25mL | 25mL | $0.00 |
| 0404 | Cotinine Cal Set | 6x5mL | $0.00 |
| 100079 | Ecstasy 1000ng/mL Cal | 10mL | $0.00 |
| 100080 | Ecstasy 750ng/mL Cal | 10mL | $0.00 |
| 100081 | Ecstasy 500ng/mL Cal | 10mL | $0.00 |
| 100082 | Ecstasy 250ng/mL Cal | 10mL | $0.00 |
| 100117 | Methadone Metabolite 150ng/mL Cal | 10mL | $0.00 |
| 100118 | Methadone Metabolite 300ng/mL Cal | 10mL | $0.00 |
| 100120 | Methadone Metabolite 1000ng/mL Cal | 10mL | $0.00 |
| 100122 | Methadone Metabolite 2000ng/mL Cal | 10mL | $0.00 |
| 10015932 | EtG Ethyglucuronide Negative Cal CJF | 25mL | $0.00 |
| 10015933 | EtG Ethylglucuronide 100ng/mL Cal CJF | 10mL | $0.00 |
| 10015935 | EtG Ethylglucuronide 500ng/mL Cal CJF | 10mL | $0.00 |
| 10015938 | EtG Ethylglucuronide 1000ng/mL Cal CJF | 10mL | $0.00 |
| 10015940 | EtG Ethylglucuronide 2000ng/mL Cal CJF | 10mL | $0.00 |
| 10016023 | Fentanyl 2ng/mL Cal CJF | 10mL | $0.00 |
| 10028873 | DRI Fentanyl II Cutoff Cal (FDA) | 2 X 10mL | $0.00 |
| 10028874 | DRI Fentanyl II Neg Cal | 2 X 10mL | $0.00 |
| 10018079 | Hydrocodone 100ng/mL Cal | 10mL | $0.00 |
| 10018080 | Hydrocodone 300ng/mL Cal | 10mL | $0.00 |
| 10018081 | Hydrocodone 500ng/mL Cal | 10mL | $0.00 |
| 10018082 | Hydrocodone 1000ng/mL Cal | 10mL | $0.00 |
| 0034 | Urine Low Cal | 5mL | $0.00 |

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 0036 | Urine High Cal | 5mL | $0.00 |
| 1388 | Urine Negative Cal DRI 25mL | 25mL | $0.00 |
| 1588 | Multi Drug Urine 1 Cal 10mL | 10mL | $0.00 |
| 1589 | Multi Drug Urine 1 Cal 25mL | 25mL | $0.00 |
| 1591 | Mutli Drug Urine 2 Cal 10mL | 10mL | $0.00 |
| 1592 | Multi Drug Urine 2 Cal 25mL | 25mL | $0.00 |
| 1594 | Multi Drug Urine 3 Cal 10mL | 10mL | $0.00 |
| 1595 | Multi Drug Urine 3 Cal 25mL | 25mL | $0.00 |
| 1597 | Multi Drug Urine 4 Cal 10mL | 10mL | $0.00 |
| 1598 | Multi Drug Urine 4 Cal 25mL | 25mL | $0.00 |
| 1664 | Urine Negative Cal DRI 10mL | 10mL | $0.00 |
| 1609 | Opiate 150ng/mL Cal 25mL | 25mL | $0.00 |
| 1610 | Opiate 500ng/mL Cal 25mL | 25mL | $0.00 |
| 100250 | Oxycodone 100ng/mL Cal | 10mL | $0.00 |
| 100251 | Oxycodone 300ng/mL Cal | 10mL | $0.00 |
| 100252 | Oxycodone 500ng/mL Cal | 10mL | $0.00 |
| 100253 | Oxycodone 1000ng/mL Cal | 10mL | $0.00 |
| 10024403 | pH Detect 4 & 11 SAMSHA Calibrator | 2x25mL | $0.00 |
| 0042 | THC (Cannabinoids) 50ng/mL Cal 5mL | 5mL | $0.00 |
| 0044 | THC (Cannabinoids) 100ng/mL Cal 5mL | 5mL | $0.00 |
| 0206 | THC (Cannabinoids) 200ng/mL Cal 5mL | 5mL | $0.00 |
| 0235 | THC (Cannabinoids) 20ng/mL Cal 5mL | 5mL | $0.00 |
| 1397 | THC (Cannabinoids) 20ng/mL Cal 25mL | 25mL | $0.00 |
| 1398 | THC (Cannabinoids) 50ng/mL Cal 25mL | 25mL | $0.00 |
| 1399 | THC (Cannbinoids) 100ng/mL Cal 25mL | 25mL | $0.00 |
| 1400 | THC (Cannabinoids) 200ng/mL Cal 25mL | 25mL | $0.00 |

Buyer Signature/Date: _____ Date Printed: 3/3/2022

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ThermoFisher SCIENTIFIC

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

# SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui
Primary Instrument: Thermo Mindray BA800 Annual Testing Volume: 427,200

## CEDIA DRUGS OF ABUSE PRODUCTS

CEDIA DRUGS OF ABUSE ASSAYS

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 100040 | Amphetamine/Ecstasy LC | 495mL | 9027 | $3,795.85 |
| 100084 | Barbiturate TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100085 | Benzodiazepine TSC No Barcode | 3x17mL | 870 | $365.84 |
| 100086 | Cocaine TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100087 | Methadone Metabolite (EDDP) TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100088 | Methadone TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100089 | Opiate TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100091 | THC (Cannabinoids) TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100093 | Barbiturate MCC | 65mL | 1118 | $470.12 |
| 100094 | Benzodiazepine MCC | 65mL | 1118 | $470.12 |
| 100095 | Cocaine MCC | 65mL | 1118 | $470.12 |
| 100096 | Methadone Metabolite (EDDP) MCC | 65mL | 1118 | $470.12 |
| 100097 | Methadone MCC | 65mL | 1118 | $470.12 |
| 100098 | Opiate MCC | 65mL | 1118 | $470.12 |
| 100099 | Opiate 2000 MCC | 65mL | 1118 | $470.12 |
| 100100 | THC (Cannabinoids) MCC | 65mL | 1118 | $470.12 |
| 100103 | Amphetamine/Ecstasy MCC | 65mL | 1118 | $470.12 |
| 100104 | Amphetamine/Ecstasy TSC No Barcode | 3X17mL | 870 | $365.84 |

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 100107 | Heroin (6AM) Metabolite TSC No Barcode * * | 3X17mL | 870 | $252.30 |
| 100108 | Heroin (6AM) Metabolite MCC * * | 65mL | 1118 | $324.22 |
| 100170 | PPX (Propoxyphene) TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100171 | PPX (Propoxyphene) MCC | 65mL | 1118 | $470.12 |
| 100172 | PCP (Phencyclidine) TSC No Barcode | 3X17mL | 870 | $365.84 |
| 100173 | PCP (Phencyclidine) MCC | 65mL | 1118 | $470.12 |
| 100190 | Buprenorphine TSC No Barcode * * | 3X17mL | 870 | $252.30 |
| 10020850 | Buprenorphine II MCC | 65mL | 1118 | $470.12 |
| 1661213 | Barbiturate LC | 495mL | 9027 | $3,795.85 |
| 1661230 | Cocaine LC | 495mL | 9027 | $3,795.85 |
| 1661248 | Opiate LC | 495mL | 9027 | $3,795.85 |
| 1661256 | THC (Cannabinoids) LC | 495mL | 9027 | $3,795.85 |
| 1661523 | PPX (Propoxyphene) LC | 495mL | 9027 | $3,795.85 |
| 1730916 | Methadone LC | 495mL | 9027 | $3,795.85 |
| 1732137 | LSD SC | 18mL | 0 | $549.99 |
| 1775561 | Benzodiazepine LC | 495mL | 9027 | $3,795.85 |
| 1815296 | Opiate 2000 LC | 495mL | 9027 | $3,795.85 |
| 1815784 | PCP (Phencyclidine) LC | 495mL | 9027 | $3,795.85 |
| 1868217 | Methadone Metabolite (EDDP) LC | 495mL | 9027 | $3,795.85 |

MAS TOXICOLOGY CONTROLS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| DOAT-2 | DOA TOTAL L2 MAS | 6x18mL | $0.00 |
| DOAT-3 | DOA TOTAL L3 MAS | 6x18mL | $0.00 |
| DOAT-4 | DOA TOTAL L4 MAS | 6x18mL | $0.00 |
| DOAT-5 | DOA TOTAL L5 MAS | 6x18mL | $0.00 |

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| DOAT-6 | DOA TOTAL L6 MAS | 6x18mL | $0.00 |
| DOAT-MP | DOA TOTAL MP MAS | 6x18mL 1 lev ea | $0.00 |
| DOAT-1 | DOA TOTAL L1 MAS | 6x18mL | $0.00 |
| 10011608 | Kit Tox Ctrl MP MAS | 6x5mL | $0.00 |

CEDIA DAU CALIBRATORS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 100031 | Heroin (6AM) 10ng Cutoff Cal | 5mL | $0.00 |
| 100034 | Heroin (6AM) 20ng High Cal | 5mL | $0.00 |
| 100241 | Buprenorphine 0ng/mL Cal | 7.5mL | $0.00 |
| 100242 | Buprenorphine 5ng/ml Cal | 5mL | $0.00 |
| 100243 | Buprenorphine 20ng/mL Cal | 5mL | $0.00 |
| 100244 | Buprenorphine 50ng/mL Cal | 5mL | $0.00 |
| 100245 | Buprenorphine 75ng/mL Cal | 5mL | $0.00 |
| 10020799 | Buprenorphine II 10ng/mL Cal | 1x5mL | $0.00 |
| 10020800 | Buprenorphine II 20ng/mL Cal | 1x5mL | $0.00 |
| 10020801 | Buprenorphine II 50ng/mL Cal | 1x5mL | $0.00 |
| 10020802 | Buprenorphine II 100ng/mL Cal | 1x5mL | $0.00 |
| 10021390 | Buprenorphine II Negative Cal | 1x17mL | $0.00 |
| 10022753 | Mitragynine (Kratom) Neg Cal II_CJF | 1x7.5mL | $0.00 |
| 10026590 | Mitragynine (Kratom) Cal 20 ng/mL | 5mL | $0.00 |
| 10026591 | Mitragynine (Kratom) Cal 50 ng/mL | 5mL | $0.00 |
| 10026592 | Mitragynine (Kratom) Cal 100 ng/mL | 5mL | $0.00 |
| 10026593 | Mitragynine (Kratom) Cal 200 ng/mL | 5mL | $0.00 |
| 1732153 | LSD Cut Off Cal | 5mL | $0.00 |
| 1732161 | LSD Intermediate Cal | 5mL | $0.00 |
| 1732196 | LSD High Cal | 5mL | $0.00 |
| 100033 | Multi Drug Optional Cal 5mL | 5mL | $0.00 |
| 1730380 | Multi Drug Intermediate Cal 5mL | 5mL | $0.00 |
| 1730398 | Multi Drug High Cal 5mL | 5mL | $0.00 |
| 1730401 | Multi Drug Primary-Clinical Cal 5mL | 5mL | $0.00 |
| 1730428 | Multi Drug Secondary Cal 5mL | 5mL | $0.00 |
| 1730517 | Multi Drug Secondary Cutoff Cal 15mL | 15mL | $0.00 |
| 1732218 | Multi Drug Intermediate Cal 15mL | 15mL | $0.00 |
| 1732226 | Multi Drug High Cal 15mL | 15mL | $0.00 |

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 1815326 | Multi Drug Primary Cal 5mL | 5mL | $0.00 |
| 1815334 | Multi Drug Primary Cal 15mL | 15mL | $0.00 |
| 1557416 | Urine Negative Cal CEDIA 5mL | 5mL | $0.00 |
| 1661388 | Urine Negative Cal CEDIA 15mL | 15mL | $0.00 |
| 1662848 | PPX / Methadone Cutoff Cal | 5mL | $0.00 |
| 1662856 | PPX / Methadone Intermediate Cal | 5mL | $0.00 |
| 1662864 | PPX / Methadone High Cal | 5mL | $0.00 |
| 10022754 | UR-144 10ng/mL Cal | 1x5mL | $0.00 |
| 10022755 | UR-144 20ng/mL Cal | 1x5mL | $0.00 |
| 10022756 | UR-144 40ng/mL Cal | 1x5mL | $0.00 |
| 10022759 | UR-144 60ng/mL Cal | 1x5mL | $0.00 |
| 10022930 | AB-PINACA Negative III Cal | 1x10mL | $0.00 |
| 10022931 | AB-PINACA 5ng/mL Cal | 1x5mL | $0.00 |
| 10022932 | AB-PINACA 20ng/mL Cal | 1x5mL | $0.00 |
| 10022933 | AB-PINACA 50ng/mL Cal | 1x5mL | $0.00 |
| 10022934 | AB-PINACA 100ng/mL Cal | 1x5mL | $0.00 |
| 1557505 | THC (Cannabinoids) 25ng/mL Cal | 15mL | $0.00 |
| 1557513 | THC (Cannabinoids) 50ng/mL Cal | 15mL | $0.00 |
| 1557521 | THC (Cannabinoids) 75ng/mL Cal | 15mL | $0.00 |
| 1557530 | THC (Cannabinoids) 100ng/mL Cal | 15mL | $0.00 |
| 1557548 | THC (Cannabinoids) 150ng/mL Cal | 15mL | $0.00 |
| 10022376 | Buprenorphine 1ng/mL Cal | 5mL | $0.00 |
| 10014954 | Multi Drug Oral Fluid Negative Cal | 20mL | $0.00 |
| 10014955 | Multi Drug Oral Fluid Cutoff Cal | 10mL | $0.00 |
| 10022355 | Multi-Drug Oral Fluid Cutoff Set B Cal | 10mL | $0.00 |
| 10014950 | Methamphetamine Oral Fluid Negative Cal | 10mL | $0.00 |
| 10014951 | Methamphetamine Oral Fluid 40ng/mL Cutoff Cal | 5mL | $0.00 |
| 10014922 | THC (Cannabinoids) Oral Fluid Negative Cal | 10mL | $0.00 |
| 10014923 | THC (Cannabinoids) Oral Fluid (1ng/mL) Cutoff Cal | 5mL | $0.00 |

CEDIA DAU CONTROLS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 100246 | Buprenorphine Control Set 3ng to 7ng | 2x5mL | $0.00 |
| 10020804 | Buprenorphine II Control Set 7.5ng/mL and 12.5ng/mL | 2x5mL | $0.00 |
| 10026594 | Mitragynine (Kratom) Ctrl Set 37.5ng / 62.5ng | 2x5mL | $0.00 |
| 1815440 | Multi Drug Specialty Control Set | 3x5mL | $0.00 |
| 10022760 | UR-144 5ng/mL(low) &15ng/mL (High) Control Set | 2x5mL | $0.00 |
| 10022935 | AB-PINACA 10ng/mL (Low) & 30ng/mL (High) Control set | 2x5mL | $0.00 |
| 1661060 | THC (Cannabinoids) 100 Control Set (75ng/mL & 125ng/mL) | 2x15mL | $0.00 |

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 1661078 | THC (Cannabinoids) 50 Control Set (37.5ng/mL & 62.5ng/mL) | 2x15mL | $0.00 |
| 1661086 | THC (Cannabinoids) 25 Control Set (18.75ng/mL & 31.25ng/mL) | 2x15mL | $0.00 |
| 10022377 | Buprenorphine Control 0.5 to 1.5 OFT | 5mL | $0.00 |
| 10014957 | Multi Drug Oral Fluid Control Set | 2x15mL | $0.00 |
| 10022356 | CEDIA Multi-Drug Oral Fluid Control Set B | 2x15mL | $0.00 |
| 10014953 | Methamphetamine Oral Fluid 20ng/mL & 60ng/mL Control Set | 2x10mL | $0.00 |
| 10014925 | THC (Cannabinoids) Oral Fluid (0.5ng & 1.5ng) Control Set | 2x10mL | $0.00 |

DAU SPECIALTY PRODUCTS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 127680 | Beta-Glucuronidase | 5mL | $324.99 |

CEDIA/DRI MULTI-DRUG DAU CONTROL SETS

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 100069 | Multi Drug Optional Control Set | 2x5mL | $0.00 |
| 100200 | Multi Drug Primary Control Set | 3x5mL | $0.00 |
| 100201 | Multi Drug Clinical Control Set | 3x5mL | $0.00 |
| 100202 | Multi Drug Select Control Set | 3x5mL | $0.00 |

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ThermoFisher SCIENTIFIC

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

# SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui
Primary Instrument: Thermo Mindray BA800 Annual Testing Volume: 427,200

## CEDIA ORAL FLUIDS TESTING PRODUCTS

CEDIA ORAL FLUIDS TESTING PRODUCTS

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 10014764 | Cocaine Oral Fluid MCC | 65mL | 0 | $939.99 |
| 10014873 | Opiate Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10014888 | PCP (Phencyclidine) Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10014910 | THC (Cannabinoids) Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10014947 | Amphetamine Oral Fluid MCC | 65mL | 0 | $939.99 |
| 10014949 | Methamphetamine Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10015531 | Oral Fluid Buffer | 1L | 0 | $199.99 |
| 10018579 | Amphetamine TSC Oral Fluid | 3x17mL | 0 | $799.99 |
| 10018585 | THC (Cannabinoids) Oral Fluid TSC | 3x17mL | 0 | $1,599.99 |
| 10018590 | Cocaine Oral Fluid TSC No Barcode | 3x17mL | 0 | $799.99 |
| 10018595 | Methamphetamine Oral Fluid TSC | 3x17mL | 0 | $1,599.99 |
| 10018600 | Opiate Oral Fluid TSC | 3x17mL | 0 | $1,599.99 |
| 10018605 | PCP (Phencyclidine) Oral Fluid TSC | 3x17mL | 0 | $1,599.99 |
| 10022348 | Barbiturates Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10022349 | Benzodiazepine Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10022350 | Methadone Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10022351 | Oxycodone Oral Fluid MCC | 65mL | 0 | $1,999.99 |
| 10022352 | Buprenorphine Oral Fluid MCC | 65mL | 0 | $2,999.99 |
| 96100-050 | Oral Eze Collection Device 50 | 50/kit | 50 | $62.50 |
| 96100-500 | Oral Eze Collection Device 500 | 500/kit | 500 | $625.00 |
| 96105-050 | Oral Eze Sample Extractor 50 | 50/kit | 50 | $62.50 |
| 96105-500 | Oral Eze Sample Extractor 500 | 500/kit | 500 | $625.00 |

DRI Adulteration Controls and Calibrators

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 100272 | Creatinine 2&20mg/dL Cal | 2x25mL | $0.00 |
| 100273 | Creatinine Control 1.3mg/dL | 25mL | $0.00 |
| 100274 | Creatinine Control 7.5mg/dL | 25mL | $0.00 |
| 100275 | Creatinine Control 23mg/dL | 25mL | $0.00 |
| 10009971 | General Oxidant 0 & 200 Cal Set | 2x25mL | $0.00 |
| 10009972 | General Oxidant 100 & 300 Control Set | 2x25mL | $0.00 |
| 100281 | pH Detect 11.5 Control | 25mL | $0.00 |
| 100282 | pH Detect 3.6 Control | 25mL | $0.00 |
| 100283 | pH Detect 3.0 & 11.0 Cal Set | 2x25mL | $0.00 |
| 100284 | pH Detect 7 Control | 25mL | $0.00 |
| 100285 | pH Detect 10 Control | 25mL | $0.00 |
| 1754 | Specific Gravity Detect Low Cal | 2x25mL | $0.00 |
| 1755 | Specific Gravity Detect High Gravity Cal | 25mL | $0.00 |
| 1756 | Specific Gravity Detect Level 1 Control | 25mL | $0.00 |
| 1757 | Specific Gravity Detect Level 2 Control | 25mL | $0.00 |

## DRI SERUM TOXICOLOGY

DRI Toxicology Calibrators and Controls

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 1091 | Serum Acetaminophen Cal Set | 1x5mL<br>5x2mL ea | $0.00 |
| 0962 | Serum/Urine Tox Negative Cal | 5mL | $0.00 |
| 0963 | Serum/Urine Tox 1 Cal | 5mL | $0.00 |
| 0965 | Serum/Urine Tox 2 Cal | 5mL | $0.00 |
| 0967 | Serum/Urine Tox 3 Cal | 5mL | $0.00 |
| 0976 | Serum/Urine Tox 4 Cal | 5mL | $0.00 |

SERUM TOXICOLOGY

| Cat # | Prod Desc | Kit Size | $/Kit |
|---|---|---|---|
| 0911 | Serum/Urine Barbiturate Tox | 25mL | $499.99 |
| 0920 | Serum/Urine Benzodiazepine Tox | 25mL | $499.99 |
| 1086 | Serum/Urine Acetaminophen Tox | 25mL | $499.99 |
| 1128 | Serum/Urine Tricyclic Tox | 25mL | $499.99 |

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ThermoFisher SCIENTIFIC

**Microgenics Corporation**
46500 Kato Road, Fremont, CA 94538
Technical/Customer Service: 800-232-3342

# SECTION VI Catalog Price Addendum

Customer: Northeastern Judicial Circui
Primary Instrument: Thermo Mindray BA800 Annual Testing Volume: 427,200

## INDIKO PRODUCTS

DRI Indiko

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 10014585 | Amphetamine Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10014593 | Cocaine Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10014601 | Opiate Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10014665 | THC (Cannabinoids) Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10014673 | PCP (Phencyclidine) Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10014681 | Ecstacy (MDMA) Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10015632 | Oxycodone Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10015638 | Creatinine Validity Barcode-Indiko * * | 3x18mL | 870 | $87.00 |
| 10015644 | Benzodiazepine Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10015648 | Barbiturates Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10015654 | pH Validity Detect Barcode-Indiko | 3x18mL | 792 | $114.84 |
| 10016006 | Fentanyl Barcode-Indiko CJF * * | 3x18mL | 870 | $252.30 |
| 10016154 | EtG Ethylglucuronide Barcode- Indiko CJF * * | 3x18mL | 870 | $252.30 |
| 10016397 | Alcohol (Ethyl) Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10016403 | Methadone Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10018054 | Hydrocodone Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10018510 | PPX (Propoxyphene) Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10018516 | Cotinine Barcode-Indiko | 3x18mL | 870 | $1,198.43 |
| 10018528 | General Oxidant Validity Barcode-Indiko * * | 6x18mL | 912 | $91.20 |
| 10018532 | Specific Gravity Detect Validity Barcode-Indiko * * | 6x18mL | 708 | $70.80 |

CEDIA Indiko

| Cat # | Prod Desc | Kit Size | # Test/Kit | $/Kit |
|---|---|---|---|---|
| 10015213 | Heroin (6AM) Metabolite Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10015658 | Buprenorphine Barcode-Indiko * * | 3x18mL | 870 | $252.30 |
| 10016409 | Benzodiazepine Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10016413 | Cocaine Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10016417 | Amphetamine/Ecstasy Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10016421 | Methadone Metabolite (EDDP) Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10016425 | Methadone Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10016429 | Opiate Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10016433 | THC (Cannabinoids) Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10017365 | Barbiturate Barcode-Indiko | 3x18mL | 870 | $365.84 |
| 10020849 | Buprenorphine II Barcoded-Indiko | 3x18mL | 870 | $365.84 |
| 10022949 | UR-144/XLR-11 Barcode-Indiko * * | 3x18mL | 870 | $826.50 |
| 10022971 | AB-PINACA Barcode-Indiko * * | 3x18mL | 870 | $826.50 |
| 10026604 | Mitragynine (Kratom) Barcode Indiko * * | 3X18mL | 870 | $1,000.50 |

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## SECTION VIII: TERMS & CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. GENERAL. Seller hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. PRICE. All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. TAXES AND OTHER CHARGES. Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must by paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. DELIVERY; CANCELLATION OR CHANGES BY BUYER. The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. TITLE AND RISK OF LOSS. Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. WARRANTY. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. INDEMNIFICATION. 8.1 By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's

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designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS ($1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. EXPORT RESTRICTIONS Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. MEDICARE/MEDICAID REPORTING REQUIREMENTS: If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish 'Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

13. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.

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STATE OF GEORGIA STANDARD
REAGENT AND CONSUMABLES MASTER AGREEMENT

ATTACHMENT A

ThermoFisher
SCIENTIFIC

# Equipment Placement Agreement

As of the date last signed below, **Northeastern Judicial Circuit (Hall and Dawson Counties)** (henceforward referred to as Customer) and Thermo Fisher Scientific (hereinafter, sometimes, the "Supplier") enter into this Agreement for drug testing services for a one year term. The terms of this agreement are in reference to the State of Georgia master agreement GBI 47100-GBI0000100. As of this date 10-01-20, (customer) agrees to accept the drug testing services of Thermo Fisher Scientific for a one year term.

## I. General Conditions

1. (Customer) agrees to accept drug testing equipment and supplies for onsite urinalysis and/or oral fluid substance abuse testing facilities.
2. Standard payment terms are net 30 days from date of invoice.
3. The pricing terms are based upon selected commitment in section III.

## II. Locations/Facilities

The following location(s) is (are) included in this agreement:

**2318 Browns Bridge Road**
**Gainesville, GA 30504**
**Phone:**
**770-536-3837**

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## III. Pricing/Commitments

| | | | |
|---|---|---|---|
| ___ A. | Less than 750 specimens per month | Indiko Analyzer | $0.60 per test |
| ___ B. | 751-1499 specimens per month | Indiko Plus Analyzer | $0.55 per test |
| ___ C. | 1500-2499 specimens per month | Mindray 480 Analyzer | $0.48 per test |
| **_X_ D.** | **2500 or more specimens per month** | **Indiko Plus and Mindray 800 Analyzer** | **$0.29 per test** |

1. The following are included upon each equipment placement option:
    a. Drug testing software and any supporting software
    b. Lab integration with Connexis or Five Points Case Management systems
    c. Supporting hardware (Computer, Printer, and Barcode Label Printer)
    d. Delivery and installation cf equipment
    e. Onsite training for employees for proper operation of laboratory equipment and software provided for data management

## IV. Software

___ A. Five Point Solutions Case Management

**_X_ B. Connexis Case Management**

Lab Management Systems will have the following features:

1. Web-Based Order Entry and Results
2. Global Search Capability
3. Random Scheduling
4. Barcode Label Generation
5. Multi-Tiered Hierarchy
6. Chain of Custody (COC)
7. Online or Printed Reports

## V. SERVICE

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1. The Supplier must supply service for the analyzer and the software throughout the life of the agreement.
2. The Supplier will have 24 hour technical assistance. All service for equipment will be provided by the Supplier.

## VI. AGREEMENT TERM

Term and Renewal. The "Term" shall begin **Date.**

Options for Renewal: After the initial term, the agreement may be renewed at the sole discretion of User Agency on a year-to-year basis (one year at a time) for up to 6 fiscal periods so that the total of the initial term together with all renewal terms (if User Agency exercises such options) is equivalent to a total of 84 months. User Agency may, at its sole option, renew as to all of the Equipment and Services to be provided hereunder or as to only selected Equipment and Services. The terms and conditions of this Agreement shall apply during any renewals of the term.

MGC Account Manager Name (print): Todd Fernandez

MGC Account Manager Signature:_____ Date: _____

Customer Name/Title (print): Jessi Emmett, Director

Customer Signature: Jessi Emmett Date: 10/5/20

DocuSigned by:
Deborah Robinson 10/8/2020
1787BDB7DACA4E7...
Thermo Fisher Scientific
Sr. Finance Manager, Contracts Management

# Statewide Contract Information Sheet

## Vendor Name: Fisher Scientific

**Awarded Categories:**

**Biological Supplies, Chemicals, Consumables, Diagnostics, Lab Instruments, Lab Furniture, Safety Equipment & Clothing, Science & Education, Culture Media**

| Contract Information | |
|---|---|
| **Statewide Contract Number** | 99999-SPD-SPD0000156-0003 |
| **PeopleSoft Vendor Number** | 0000005119 |
| **CONTRACT TYPE: CONVENIENCE** | |
| **Vendor Name & Address** | |
| Fisher Scientific Company, LLC<br>300 Industry Drive<br>Pittsburg, PA 15275 | |
| **Contract Administrator** | |
| Lonnie Davis<br>Telephone: 706-951-8257<br>Email: lonnie.davis@thermofisher.com | |
| **Awarded Categories:** | Biological Supplies; Chemicals; Consumables; Diagnostics; Lab Instruments; Lab Furniture; Safety Equipment & Clothing; Science & Education; Culture Media |
| **Ordering Information** | Orders may be placed via Team Georgia Marketplace.<br>Select the Supplier tile on the TGM Home Page. |
| **Remitting Information** | P.O. Box 404705<br>Atlanta, GA 30384-4705 |
| **Delivery Days** | Orders will be shipped within 1-3 days after receipt of Purchase Order unless notified otherwise. |
| **Special Terms** | Page 2 |
| **Payment Terms** | Net 30 days |
| **Bid Offer includes** | State and Local Government |
| **Acceptable payment method** | Vendor will accept the Purchasing Card for purchases under this contract |
| **Sales Representatives** | Page 2 |
| **Contract Renewals/Extensions** | Page 3 |

## Sales Representative Contact Information

| Fisher Scientific | | |
|---|---|---|
| Natalie Hardegree:<br>University of Georgia | 706-372-6731 | natalie.hardegree@thermofisher.com |
| Josh Moreno:<br>Augusta University | 412-926-8289 | josh.moreno@thermofisher.com |
| Richard Reed:<br>Savannah | 843-513-2594 | richard.reed@thermofisher.com |
| Barbara Millard:<br>GA State University<br>GA Tech<br>Metro Atlanta | 678-357-3326 | barbara.millard@thermofisher.com |
| David Pyles:<br>Metro East<br>Athens<br>Gainesville | 678-215-6801 | david.pyles@thermofisher.com |
| Courtney Pyles:<br>Northwest/Metro Atlanta | 678-524-5191 | courtney.pyles@thermofisher.com |
| Chris Williams:<br>University of Georgia | 678-542-6239 | chris.williams@thermofisher.com |

**General Terms:**

- There is a minimum order total of no more than $50, under which delivery charges are assessed and billed as a separate line item.

- Items classified as hazardous or that require special shipping (live or refrigerated items), shall incur a delivery fee as an additional line item.

**Purchasing Details:**

This is a convenience contract established with multiple suppliers for the provision of Biological and Laboratory Supplies and Equipment. State agencies and local governments can purchase products from any supplier that has an awarded a contract in the respective categories.

State purchasing strongly suggests that you compare prices between suppliers and purchase from the least expensive source.

HALL COUNTY
GEORGIA

# Sole Source/Brand and Single Source Justification

## Request Submitted By

| | |
|---|---|
| **Name:** | |
| **Job Title:** | |
| **Department:** | |
| **E-Mail Address:** | |
| **Date of Request:** | |

## Request Details

**Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.**

**Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.**

**Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.**

| |
|---|
| ***For Sole Source or Sole Brand, identify efforts made to locate other possible sources.*** |
| |
| **Desired Supplier Name:** |
| **Desired Supplier Email:** |
| **Desired Supplier Phone Number:** |

## Scope of Work

| Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost. |
| --- |
| |

## Justifying a Sole Source/Brand

| Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs). |
| --- |
| |
| **Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.** |
| |

## Justifying a Single Source

| Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required. |
| --- |
| |

# AGENDA ITEM

## Consent Agenda

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 479/2025

**SUBJECT:** Approve the ratification of the application for grant funds from the Georgia Opioid Crisis Abatement Trust in the amount of $276,914.00 to provide funding for transportation assistance, a full-time counselor to assist with drug treatment for the REACT program, audio-visual equipment and subscriptions that will help provide telehealth options for treatment, and training opportunities. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match required.

## Meetings:

**Work Session Date:** 08/11/25

**Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BW

**Recommendation:**
Recommend approval.

**Purpose of Request:**
Approve the ratification of the application for grant funds from the Georgia Opioid Crisis Abatement Trust in the amount of $276,914.00 to provide funding for transportation assistance, a full-time counselor to assist with drug treatment for the REACT program, audio-visual equipment and subscriptions that will help provide telehealth options for treatment, and training opportunities for additional staff to attend the All RISE conference. If awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents as well as add one full-time counselor to position control. There is no match requirement.

**History:**

Treatment Services is the agency which operates all accountability court programs in our judicial circuit. The agency provides comprehensive treatment services, including substance abuse treatment, to program participants in the area we serve. This community has been impacted significantly by the opioid epidemic. Treatment Services seeks to mitigate the effects of Opioid Use Disorder (OUD) by providing programming to target this problem among criminal justice involved individuals.

**Facts and Issues:**

**Options:**

Treatment Services provides comprehensive mental health and drug and alcohol services to high-risk, high-need individuals involved in the criminal justice system. We provide an alternative to incarceration by offering intensive and individualized treatment to those suffering from mental health and substance use disorders. Opioid Use Disorder (OUD) remains prevalent in our community, and Treatment Services is seeking grant funding from the Georgia Opioid Crisis Abatement Trust to facilitate better outcomes for those in treatment. The Georgia Opioid Crisis Abatement Trust was created to administer Georgia's share of funds from national settlements with opioid manufacturers or distributors.

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **Are funds within current budget?** | Yes |
| **Source of Funds** | Grant Fund |
| **Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Grants | Budget |
|---|---|---|---|
| BW | KM | SG | DA |
| **Finance** | **Attorney** | **Administration** | **Clerk** |
| TS | JL | JR | JR |

**Attachments:**

Grant Application
2025 Opioid Grant Financial Breakdown

# HALL COUNTY BOARD OF COMMISSIONERS
# FINANCIAL SUPPLEMENT REPORT

## AGENDA ITEM 479/2025

**Funds Requested:** $ 0.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

Grant Fund

**Budget Transfer Requested:**

No

**Funding Source Items:**

| Fiscal Year | Fund | Division | Account | Amount |
|---|---|---|---|---|
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 511100-SALARIES | $56,640.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 511100-SALARIES | $56,640.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 512200-FICA | $4,531.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 512200-FICA | $4,531.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 512400-RETIREMENT | $28,303.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 512400-RETIREMENT | $28,303.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 512100-HEALTH INSURANCE | $4,333.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 512100-HEALTH INSURANCE | $4,333.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 531100-GENERAL SUPPLIES AND MATERIALS | $18,000.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 531100-GENERAL SUPPLIES AND MATERIALS | $18,000.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 523700-EDUCATION AND TRAINING | $18,500.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 523700-EDUCATION AND TRAINING | $18,500.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 531600-SMALL FURNITURE & EQUIPMENT | $13,900.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 523600-DUES, FEES, & SUBSCRIPTIONS | $1,200.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 523600-DUES, FEES, & SUBSCRIPTIONS | $1,200.00 |
| 2026 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 334110-STATEâ€OPERATING DIRECT | $-145,107.00 |
| 2027 | 250-MULTIPLE GRANT FUND | 2160-TREATMENT SERVICES | 334110-STATEâ€OPERATING DIRECT | $-131,507.00 |

**Budget Transfer Items:**

**Additional Information/Comments:**

Add one full-time counselor to position control.

**Contact for Questions:** KM **Phone:** 770-538-5383

# Georgia Opioid Crisis Abatement Trust Grant Application – Treatment Services

**Hall County, Georgia**

**Northeastern Judicial Circuit**

**June 2025**

# APPLICATION INFORMATION:

| | |
|---|---|
| **Organization Contact Name and Email Address** | Heather Herrington<br>heather.herrington@nejcga.gov |
| **Organization Name** | Hall County Treatment Services |
| **Organization Address** | 2318 Browns Bridge Rd<br>Gainesville, GA 30504 |
| **Organization Phone Number** | 770-718-5710 |
| **Organization Website** | https://www.nejcga.gov/accountability/page/treatment-services-court-programs |
| **Organization TIN** | 58-6000836 |
| **Organization Business Type** | Local Government - Treatment Provider |

# CORE STRATEGY:

## CATEGORY

**Treatment**

## APPROVED USE

**Treatment for Criminal-Justice-Involved Individuals**

Treatment services and strategies for early diversion for individuals with OUD who are incarcerated or have criminal justice involvement.

# EXECUTIVE SUMMARY

Treatment Services is the agency that oversees the accountability court programs in the Northeastern Judicial Circuit (Hall and Dawson Counties). Hall County Drug Court began in 2001 as the first accountability court program in our circuit with H.E.L.P. (MHC), DUI, Family Treatment, REACT, Parental Accountability and Veterans Courts following throughout the years. As an agency, Treatment Services provides direct case management, clinical treatment, and judicial oversight to individuals whose involvement in the criminal justice system is in direct relation to substance use or mental/behavioral health disorders. Studies show that over 20 million American adults suffer from substance use disorders with another 43+ million suffering from mental health issues. Incarceration rates for individuals with SUD are markedly high with 65% of all US inmates meeting criteria for SUD. With over $89 billion dollars spent on incarceration in the United States annually, this trend is one that accountability courts fight to remedy.

The Northeastern Judicial Circuit is home to the largest accountability court network in the State and serving approximately 900 individuals in 2024. Our programs experienced a 9.3% increase in total individuals served from 2023, indicating a continued increase in demand for substance abuse treatment in the courts. In 2024, our retention rate was 83.4% with a total of 170 individuals graduating from our programs. Based on an economic impact study conducted by the Council of Accountability Court Judges and Carl Vinson Institute, each graduate of a felony accountability court program equates to a cost-savings of $25,921 to the State of Georgia. When we combine this figure with the cost-savings of community service work performed by our participants, our circuit contributed over $3.53M in positive economic impact in calendar year 2024. Treatment Services provides over 6,000 hours of treatment annually through individual and group therapeutic sessions with additional hours spent on direct case management, peer services, and supplemental resource linkage. All in all, our agency serves as one of the largest treatment providers in our region and is the top referral source to partnering agencies such as our local Community Service Board, Avita Community Partners, healthcare systems, ARSC, and local residential treatment centers.

Our circuit has a history of innovative approaches and collaboration with local stakeholders, and we continually strive to offer services and reduce barriers to treatment to as many of our citizens in need as possible. Unfortunately, despite our history of work in our circuit, Hall and Dawson counties continue to experience significant impacts related to opioid use over the past several years. As noted in the Gap Analysis Continuum of Care report, Hall County not only experienced the largest average annual growth rate of 44.5% from 2018 to 2022, but we also experienced one of the largest total numbers of opioid-related deaths in Region 1 in 2022. Grant funding will allow our agency to expand its services and continue to provide vital interventions which are so desperately needed in our region. Hall County did receive funding in the first round of applications from the trust, but the opioid crisis persists as evidenced by our increase in program census. We have identified four specific areas of need which qualify for funding through the Georgia Opioid Crisis Abatement Trust and are outlined in the narrative below.

## Demonstrated Need #1 – Other - Transportation

Reliable transportation can be a lifeline for people in recovery. It ensures they can consistently attend support meetings, therapy sessions, court sessions, medical appointments, and work, all of which are crucial for stability and long-term healing. Without dependable transportation, a participant might have difficulty with the structured nature of an accountability court. These challenges are most likely to disproportionately impact those that are economically disadvantaged and those with the least resources. Compounding this, some participants may have lost their ability to provide their own transportation. Recent criminal history and substance abuse can contribute to such circumstances, creating a cycle that is difficult to break.

## Collaboration - Transportation

We are proposing that Treatment Services partner with a local transportation agency to provide access to reliable transportation throughout Hall County. WeGo was initially created by Hall Area Transit as a public ride share app to serve the City of Gainesville, the county seat of Hall County. In 2021, the service was expanded to provide public transit for all of Hall County. Participants in Hall County accountability courts are required to reside within Hall County limits. Partnering with WeGo would effectively allow the program to ensure any program participants most likely to be at risk of transportation issues would not have their recovery hindered by limited mobility. This access will decrease the risk of relapse due to disrupted treatment and increase the likelihood of success.

## Workplan and Deliverables – Transportation

Treatment Services will work with WeGo to secure ride share vouchers to provide for those participants with the least resources. During the program, participants provide income verification and employment data. Currently, Hall County Treatment Services participant data shows an active census of almost 600 program participants. Treatment services seeks to provide those in the lowest 10% of income with a $25 transportation voucher per month. This will not cover all transportation costs for these participants, but it will give them a resource in times that other methods of transportation are not available to them. This will reduce the likelihood of a relapse for those who may otherwise miss appointments in times of hardship. It may also give increased access to other resources that a participant may forego, such as medical appointments.

## Budget Description - Transportation

WeGo will provide ride share transportation services to our program participants.

- A $25 voucher will be purchased for 60 paricipants each month = $1500
- This $1500 per month transportation voucher allowance would run the full 24 month award period = $36000

## Total Request Transportation: $36000

## Demonstrated Need #2 - Training

Proper training for those working in accountability courts is essential because these specialized courts handle cases involving individuals who need support beyond traditional legal consequences. Whether focused on drug recovery, mental health treatment, or veteran assistance, accountability courts are designed to reduce recidivism and promote rehabilitation. Without sufficient training, staff including judges, attorneys, case managers, and program coordinators, may struggle to implement evidence-based practices effectively. Training ensures that professionals understand addiction science, mental health disorders, trauma-informed approaches, and alternative sentencing options. This knowledge allows them to make informed decisions, provide appropriate resources, and create supportive environments that encourage recovery. Additionally, training helps court personnel recognize bias, avoid stigmatization, and maintain ethical standards.

Treatment Services employs 56 full and part-time professionals working directly with individuals whose criminal justice involvement is directly related to substance use and/or mental/behavioral health diagnosis. In addition to our direct hires, our agency is comprised of the various accountability court teams which each consist of professionals from the judiciary, legal community, law enforcement, community supervision, and others. We strive to provide ongoing training and education to all staff associated with our programs to ensure compliance with Best Practices, increase knowledge of current trends, and overall professional development.

## Collaboration – Training

The All Rise Conference is the world's premier event focused on addiction, mental health, and justice innovation. It brings together thousands of professionals, including judges, attorneys, treatment providers, and social service experts to explore solutions for individuals impacted by substance use and mental health disorders within the justice system. RISE offers hundreds of training sessions, continuing education credits, and networking opportunities, making it a vital resource for those working in accountability courts and related fields. The conference covers topics such as risk assessment, evidence-based interventions, and community supervision strategies.

## Workplan and Deliverables – Training

By attending the All Rise conference staff will receive 24 hours of continuing education on the most up to date trends and best practices in the operation of accountability courts.

## Budget Description - Training

- Training and registration fees for 10 accountability court staff  $1850 per person = $18,500
- This request is for both years in the award period = $37,000

## Total Request Training: $37000

## Demonstrated Need #3 – Equipment

Telehealth has improved substance abuse treatment by increasing accessibility and convenience for individuals seeking recovery. Many people face barriers to treatment and providing a remote option can increase tools to serve those struggling with addiction. While treatment planning for long-term recovery will likely always lean heavily on in-person treatment, virtual care can provide another way to overcome obstacles that may prevent in-person appointments. It can enable treatment providers to meet with program participants in some situations that may not otherwise be possible. By integrating digital solutions with traditional methods, telehealth increases flexibility, privacy, and engagement, making it a powerful tool in substance abuse recovery.

## Workplan and Deliverables – Equipment

Treatment Services will use funding to equip two small group rooms with audio visual equipment that will allow treatment staff to meet virtually with participants and/or other partner agency staff that contribute to the successful treatment of opioid use disorder. This will facilitate telehealth as a tool when appropriate and may also facilitate improved staffing among partners to create better outcomes.

## Budget Description - Equipment

- 2 $800 Displays = $1600
- 2 $5000 Logitech Rally Bar Cameras = $10000
- 2 $750 Logitech Rally microphones, mounts, and cables = $1500
- 2 $400 iPads = $800
- 2 $600 annual subscriptions to Zoom for the rooms = $1200 (x2 years in award period = $2400)

## Total Request Equipment: $16,300

## Demonstrated Need #4 – Personnel – Program/Project Staff

The REACT Drug Court Track is an innovative partnership between Hall County Treatment Services, the Department of Community Supervision and the Department of Corrections. The REACT Track targets high-risk offenders who are returning from the state prison system and is designed to assist participants with community and recovery resources, as well as enhanced structure and accountability as they reach probation/parole status through DCS. This program facilitates improved transitions from state inmates to productive community members by better preparing participants to confront the challenges formerly incarcerated individuals face. REACT is an existing project that has seen positive results. This program supports individuals that may not otherwise be eligible for treatment through a traditional accountability court, but that exhibit a significant need to address substance use disorders, such as Opioid Use Disorder. The program previously received limited term grant funding through an innovation grant to support a full-time counselor position. That funding is no longer available, but the need to provide treatment and support to this high-risk population persists.

## Collaboration – Personnel – Program/Project Staff

The REACT Drug Court Track is an innovative partnership between Hall County Treatment Services, the Department of Community Supervision and the Department of Corrections.

## Workplan and Deliverables – Personnel – Program/Project Staff

Hall County Treatment Services requests funding for a full-time counselor to serve the needs of the REACT program, to include salary and benefits. At any time, this program can serve between 30 and 40 high risk individuals that have significant criminal histories and substance use disorders. These individuals represent some of the greatest need for support to ensure substance abuse, including the abuse of opiates, is treated, thereby allowing them to transition back into a productive life in society. The organization is otherwise equipped to operate this program, to include judicial support, existing policy structure and workflows, and other infrastructure.

## Budget Description - Personnel – Program/Project Staff

- Salary for one full-time counselor ($56640) for the two-year award period = $113,280
- Benefits for one full-time counselor ($37167) for the two-year award period = $74337

## Total Request - Personnel – Program/Project Staff: $187,614

# Total Project Request: $276,914

# Disclosures

| | |
|---|---|
| **Is the organization an existing provider with DBHDD?** | Yes |
| **Has the organization previously applied for funds through GA Opioid Crisis Abatement Trust?** | Yes |
| **Is the organization on the Excluded Provider List?** | No |
| **Does the organization have an ongoing Corrective Action Plan (CAP) related to opioid funds?** | No |
| **Is there any personal health information and/or private personal information in the application?** | No |
| **Does the organization have any conflicts of interest with major pharmaceutical distributors, to include McKesson, Cardinal Health, Cencora, Janssen Inc., or Johnson & Johnson?** | No |

| | | FY2026 Year 1 | FY2027 Year 2 | | |
|---|---|---|---|---|---|
| **Personnel** | | | | **MUNIS** | |
| Counselor | $113,280 | $56,640 | $56,640 | 511100 | Salaries |
| FICA | $9,062.40 | $4,531.20 | $4,531.20 | 512200 | FICA |
| Retirement | $56,605.68 | $28,302.84 | $28,302.84 | 512400 | Retirement |
| Health Insurance | $8,665.92 | $4,332.96 | $4,332.96 | 512100 | Health Insurance |
| | $187,614 | $93,807 | $93,807 | | |
| **Other - Transportation** | | | | | |
| Transport Vouchers | $36,000 | $18,000 | $18,000 | 531100 | General Supplies and Materials |
| **Training** | $37,000 | $18,500 | $18,500 | 523700 | Education and Training |
| **Equipment** | | | | | |
| AV Equipment | $13,900 | $13,900 | 0 | 531600 | Small Furniture & Equipment |
| Subscriptions | $2,400 | $1,200 | $1,200 | 523600 | Dues, Fees, & Subscriptions |
| | $16,300 | $15,100 | $1,200 | | |
| **Total Potential Grant Award** | $276,914 | $145,407 | $131,507 | | |

# AGENDA ITEM

## Other Business - Appointments for Consideration

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 448/2025

**SUBJECT:** Hospital Authority Nominations (3) for a term from October 1, 2025 to September 30, 2028. Chairman's Appointment.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** B

**Recommendation:**
n/a

**Purpose of Request:**
Hospital Authority Nominations (3) for a term from October 1, 2025 to September 30, 2028. Chairman's Appointment.

**History:**

**Facts and Issues:**
Hall County will provide 3 nominations and the Authority will select the appointment from those nominations.

The current appointment is Benny Bagwell. Bagwell is eligible to serve another term.

**Options:**

| | |
|---|---|
| **Funding Requested** | $ 0.00 |
| **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?** | Yes |
| **Is there a deadline for this item?** | 2025-09-30 |

**Approvals:**

| Approve | Clerk |
|---|---|

| Approve | Clerk |
| --- | --- |
| JR | JR |

**Attachments:**

Memo & Nomination Form

Northeast Georgia Medical Center, Inc.
743 Spring Street | Gainesville, Georgia 30501 | 770-219-9000

July 9, 2025

***VIA EMAIL – dgibbs@hallcounty.org***
***AND REGULAR U.S. MAIL***

Chairman David Gibbs
Hall County Board of Commissioners
P.O. Box 1435
Gainesville, GA 30503

**RE: Nominations for Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville**

Dear Chairman Gibbs,

The Hospital Authority bylaws provide that terms will expire on September 30, 2025. The Authority members whose terms of office will be expiring this year are Benny Bagwell, Lee Hemmer and Connie Banks.

They have all served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees.

As you know, the selection of new board members is made by the Authority from a list of three individuals nominated by the Board of Commissioners for each expiring term. I am enclosing a form for use by the Board of Commissioners in making its nominations. Please give me a call should you have any questions, or if I may be of assistance in any way.

Sincerely,

Andrei Boyarshinov

Andrei Boyarshinov
Chief Legal Officer

cc: Zach Propes, County Administrator
Jennifer Rivera, Commission Clerk (via email)
Martha Randolph, Hospital Authority Chair
Vicky Curtis, NGHS Senior Exec. Asst. to the President and CEO

**NOMINATIONS TO FILL VACANCIES ON BOARD OF TRUSTEES OF HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE**

**WHEREAS**, the Hospital Authorities Law of Georgia (the "Act") approved in 1964 provides that the Board of Commissioners of Hall County, Georgia, shall nominate three persons to fill vacancies on the Board of any hospital authority that has elected to come under the provisions of said Act; and

**WHEREAS**, the Hospital Authority of Hall County and the City of Gainesville, by a resolution approved April 23, 1964, did elect to have vacancies on its Board of Trustees filled in accordance with and pursuant to the provisions of said Act;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Hall County that the following nominations are hereby made to the Board of Trustees of the Hospital Authority of Hall County and the City of Gainesville;

1. Position to succeed Benny Bagwell:
   (a) _____
   (b) _____
   (c) _____
2. Position to succeed Lee Hemmer:
   (a) _____
   (b) _____
   (c) _____
3. Position to succeed Connie Banks:
   (a) _____
   (b) _____
   (c) _____

This_____day of_____, 2025.

**BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA**

_____
Chairman

_____
Member

_____
Member

_____
Member

_____
Member

# AGENDA ITEM

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

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 480/2025

**SUBJECT:** **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | Commission District 2 | **Cook Communities, applicant** Note: Tabled at the July 24, 2025 Voting Meeting until the August 14, 2025 Voting Meeting.

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Denial.

**Purpose of Request:**
**6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | Commission District 2 | **Cook Communities, applicant**

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |

**Is there a deadline for this item?**

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | JL | CR |
| **Clerk** | | | |
| JR | | | |

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**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Plat
Maps
Deed
Legal Description
Water Availability
Environmental Health Comments
GDOT Comment
Public Works Comments
Fire Comment
Tax Assessors Comments
Community Letter
Public Comments
Notice Sign
Applicant's presentation
Traffic Study
Public Comment - Opposition - from The Yellow Creek Working Group
Public Comment - Opposition - from Austin Logan

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government
PLANNING AND ZONING

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** July 7, 2025

**Subject:** **6266 Yellow Creek Road | Rezone |** from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract| Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development | Cook Communities, applicant**

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The request before you is from Cook Communities to rezone from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) for a 253-lot residential development. The request was later reduced to 191 lots. This item is located in Commission District 2.

At their June 16, 2025 meeting, the Hall County Planning Commission voted to recommend **denial, (3-1, Sosebee opposed, Varner absent).**

Staff recommendation: **Approval, with conditions,** as the proposed development is consistent with the "Rural Neighborhood" future land use classification within the Comprehensive Plan.

Public Comments:

- June 16, 2025 HCPC: **Two (2) comments in opposition were submitted** in advance of the Planning Commission meeting and **four (4) people spoke in opposition** during the public hearing.
- May 19, 2025 HCPC: **No comments were submitted** in advance of the Planning Commission meeting. No public hearing was held, and the request was tabled to June 16, 2025.
- May 5, 2025 HCPC: **One (1) comment in opposition was submitted** in advance of the Planning Commission meeting. No public hearing was held, and the request was tabled to May 19, 2025.

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

| | |
|---|---|
| **Applicant** | Cook Communities |
| **Request** | **Rezone** \| from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) |
| **Proposed Use** | 253-lot residential development |
| **Size** | 253.58± acres |
| **Zoning** | **Current:** Agricultural Residential 1 (AR-1) \| **Proposed:** Planned Residential Development (PRD) |
| **Location** | **6266 Yellow Creek Road \|** Tax Parcel 11112 000004 (pt.) |
| **Commission District** | Two |
| **Planning Commission Date** | June 16, 2025<br>May 19, 2025<br>May 5, 2025 |
| **Staff Recommendation** | **Approval, with conditions** as the proposed development is consistent with the "Rural Neighborhood" future land use classification within the Comprehensive Plan |
| **Record Number(s)** | HZON25-0016 |
| **Planning Commission Recommendation** | **Denial** |

**Vote: 3-1 (Sosebee opposed, Varner absent)**

**Excerpts from the minutes of the June 16, 2025 meeting**

***Applicant's Presentation:***

**Vamsee Polamarasetty, Planner,** presented a summary of the request.

**Erin Moore, 3120 Frontage Road, Gainesville,** presented the request. The applicant is requesting to rezone a portion of a 253.58± acre tract from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) for a 191-lot residential subdivision. The proposed development includes 191 single-

family detached residences along with various amenity features. The overall proposed density for the development is 0.75 dwelling unit per acre.

***Public Forum:***

**Greg Rutledge, 7724 Barkers Bend, Murrayville,** spoke in opposition. Concerns raised included that the development contrasts with the current community character and the future land use classification, the design includes insufficient buffers and the missing reference in the staff report to the greenspace overlay.

**Dr. Courtney St. John-Wacker, 7719 Elm Circle, Murrayville,** spoke in opposition. Concerns raised were the small lot sizes, and the development's inconsistency with the current local character and the future land use classification.

**Chuck Andrews, 6329 Yellow Creek Road, Murrayville,** spoke in opposition. Concerns raised were the negative environmental impacts to the Yellow Creek area, and the observance of construction equipment that was operating on-site earlier that day. Beth Garmon, Director of Planning and Zoning, stated that an inspector from the Hall County Engineering Department went out to the site and verified that the path clearing authorized by the applicant was allowed and did not require a grading permit.

**Katie Boyle, 7126 Barkers Bend, Murrayville,** spoke in opposition. Concerns raised were negative environmental and ecological impacts, potential of flooding from increased impervious surface, increased traffic, and the safety of the Yellow Creek community as wildlife would relocate closer to homes when their habitats were disturbed.

***Rebuttal***

The applicant spoke about the multiple community meetings and how the input was used to alter the project such as a reduction in the number of lots as well as an increase of the buffers with neighboring property owners. The applicant stated that these standards would be welcome as zoning conditions. The applicant went on to explain the commitment to maintaining greenspace within the development.

***Planning Commission Comments:***

Mr. Braswell thanked the applicant and opposing community members for working well with each other.

***Motion: A motion to deny was made by Stan Hunt and seconded by Shannon Davidson Vote: 3-1 (Sosebee opposed, Varner absent)***

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**Excerpts from the minutes of the May 19, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request. Ms. Greenway stated the site plan presented shows a reduction to 191 lots from the originally submitted plan, which showed 253 lots.

**Erin Moore, 3120 Frontage Road, Gainesville,** requested to table the request to the June 16, 2025 Planning Commission meeting to allow more time for further discussion with the Yellow Creek community.

***Planning Commission Comments:***

Mr. Braswell stated that the applicant would be expected to give their presentation or request to withdraw at the June 16th meeting.

***Motion: A motion to table to June 16, 2025 was made by Stan Hunt and seconded by Frank Sosebee. Vote: 4-0 (Varner absent)***

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**Excerpts from the minutes of the May 5, 2025 meeting**

***Applicant's Presentation:***

**Katie Greenway, Planning and Zoning Administrator,** presented a summary of the request. Ms. Greenway stated the site plan presented shows a reduction of lots to 191 from the plan originally submitted with the application, which showed 253 lots.

**Beth Garmon, Planning and Zoning Director,** stated staff recommendations take into consideration multiple resources, including the Comprehensive Plan, Unified Development Code, as well as analyzing the surrounding area. She further acknowledged that this interpretation may be different than that of the board.

**Erin Moore, 3120 Frontage Road, Gainesville,** requested to table to allow for further discussion with the Yellow Creek community.

***Motion: A motion to table to May 19, 2025 was made by Stan Hunt and seconded by Frank Sosebee. Vote: 5-0***

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**Staff recommends APPROVAL of the applicant's request with the following conditions:**

1. The property shall be developed in accordance with the site plan dated February 7, 2025, and as described in the project narrative dated March 7, 2025, and supplemental narratives dated April 4, 2025 and April 21, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be limited to a total of 191 lots.

3. The minimum heated floor area (HFA) of each residence shall be 1,800 square feet

4. All residences shall include two-car garages in addition to driveways that accommodate two parked cars. Driveways shall measure no less than 22 feet from back of sidewalk to the front of the garage door.

5. Amenities shall include a clubhouse, community swimming pool, pickleball courts, walking trails, playgrounds, pocket parks, and a mail kiosk with adjacent parking as depicted on the proposed site plan dated February 7, 2025. Amenities shall be completed prior to the issuance of thirty percent (30%) of the certificates of occupancy. Additional amenities may be constructed by the developer subject to the review and approval of the Director of Planning and Zoning, or their designee.

6. All designated open space within the development shall be commonly held and maintained and shall not be the responsibility of any individual homeowner(s). This common open space ownership shall be included in the deeds created for each lot.

7. The completed covenants for the subdivision and the documents establishing the property owners association shall be submitted for review. These documents shall include a provision that would assure maintenance of the amenity package through adequate assessment of the subdivision property and would provide for establishing a lien against any property failing to pay said assessment. These documents shall be recorded simultaneously with the final plat and/or prior to the sale of any lots within the subdivision.

8. A minimum of 75 acres shall be placed in permanent conservation with a land trust. Property preserved within the conservation agreement shall be separate from open space or common areas held by the HOA, and shall not be developed for residential use.

9. All traffic engineering standards shall be met, and associated costs shall be the sole responsibility of the developer.

10. Access to the development shall be approved by Hall County Engineering and/or the Georgia Department of Transportation, as applicable. The recommendations of the traffic study, subject to final review and approval by both Hall County Engineering and the Georgia Department of Transportation, shall be implemented. Any costs associated with these improvements shall be the responsibility of the developer.

11. Developer/HOA will maintain the Land Application System (LAS) and any conveyances to the Private Wastewater system. Perpendicular crossings within existing right-of-way shall be allowed where necessary for required road crossings for installation/conveyance purposes, and shall be cased in accordance with DOT standards. The collection system shall be installed in easements adjacent to the right-of-way. The Land Application/Drip System will be permitted through the Georgia Environmental Protection Division.

12. The development shall be limited to a maximum of three (3) model homes prior to approval and recording of the final plat, provided that the standards of section 7.9.5.C. of the Hall County Unified Development Code are met.

13. One sales office and one construction trailer shall be permitted, provided that the conditions of Section 7.9.4.B. & C. of the Hall County Unified Development Code are met.

14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

15. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to Environmental Health, the Fire Marshal, and Hall County Engineering. Where there are discrepancies between the proposed standards and County regulations, the County regulations shall overrule unless otherwise approved herein.

16. All conditions of zoning shall be made part of any plats created for the property.

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**Summary Analysis**

The applicant is requesting to rezone a portion of a 253.58± acre tract from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) for a 191-lot residential subdivision. The proposed development includes 191 single-family detached residences along with various amenity features. The overall proposed density for the development is 0.75 dwelling unit per acre.

The property is currently undeveloped. Yellow Creek runs north to south along the northeastern property line and bisects a portion of the eastern side of the parcel. This area is also within a FEMA flood zone. Surrounding properties are zoned and developed as follows:

- **North**: Agricultural Residential 1 (AR-1), Mix of undeveloped and agricultural uses including a horse farm (tax parcel 11128 000001A)
- **East**: Agricultural Residential 1 (AR-1), Developed with single-family residences and agricultural uses
- **South**: Vacation Cottage (V-C) and Agricultural Residential 1 (AR-1), Developed with single-family residences
- **West**: Agricultural Residential 1 (AR-1), Developed with single-family residences and agricultural uses including a chicken farm (tax parcel 11128 000001A)

Per the narrative, the proposed homes will be a minimum of 1,800 square feet of heated floor area and include at least three bedrooms, two bathrooms, and a two-car garage. Three lot sizes are proposed, with varying minimum frontages — ranging from 10,230 to 13,200 square feet, and 60 to 80 feet minimum lot widths —and will include a variety of architectural styles. Facades will feature architectural elements such as shake siding, board and batten siding, and stone or brick accents; architectural elevations were not provided to illustrate the home designs.

The development will have two access points from Yellow Creek Road, with the primary entrance designed as a parkway-style access with a landscaped median and a full access secondary entrance to the north. Community amenities will include a clubhouse/pavilion, swimming pool, pickleball courts, playgrounds,

pocket parks, sidewalks with connected walking trails, and a cluster mailbox unit (CBU) with associated parking located near the clubhouse.

The applicant proposes to maintain a total of 63.58 acres as secondary conservation area and a total of 69.4 acres of primary conservation area consisting of required vegetative buffers along property lines and stream buffers. Per the supplemental narrative dated April 21, 2025, the developer is in discussions with the North Georgia Land Trust to place these undeveloped portions of the property into permanent conservation.

The applicant held a community participation meeting on April 14, 2025 at the Hall County Public Library Murrayville Branch. Following community input, the applicant revised the plan to reduce the total number of lots from 253 to 191. In response to specific concerns:

- The LAS drip field was relocated 150–200 feet away from a neighboring chicken farm (tax parcel 11128 000001A), with fencing proposed.
- A portion of the site adjacent to an existing horse farm (tax parcel 11114 000003A), was removed from the development area and placed into conservation.
- The applicant is working with other adjacent landowners on specific requests including additional fencing and space for a potential American Chestnut tree orchard.

Per a separate supplemental narrative dated April 4, 2025, the applicant requests approval for three model homes prior to final plat approval. One sales trailer and one construction trailer are also proposed during the development period.

Water service will be provided by the City of Gainesville (confirmed March 27, 2025). Sanitary sewer service will be provided by on-site septic tanks and a shared community subsurface drip field system permitted by the Georgia Environmental Protection Division (EPD).

A traffic memo prepared by Southeastern Engineering, Inc. dated March 4, 2025, suggests that turn lanes may be needed at development access points along Yellow Creek Road, based on projected traffic volumes. The report summarizes that the additional trips generated by the proposed development are anticipated to not significantly impact safety and operations along Yellow Creek Road or adjacent intersections.

The development standards for the project are described in the table below and compared to the Planned Residential Development (PRD) standards outlined by the Hall County Unified Development Code (UDC):

| Development Standard | Proposed | Required | Compliance |
|---|---|---|---|
| Site Area | 253.58± acres | 5 acres | Complies |
| Density | 0.75 U/A | 2 U/A (max) | Complies |
| Minimum Lot Area | 42 Lots – 10,230 sf<br>82 Lots – 11,550 sf<br>67 Lots – 13,200 sf | 8,000 sf | Complies |
| Minimum Lot Width | 60 feet | 50 feet | Complies |

| | | | |
|---|---|---|---|
| Front Yard | 25 feet | 25 feet | Complies |
| Side Yard | 5 feet | 5 feet | Complies |
| Rear Yard | 20 feet | 20 feet | Complies |
| Maximum Building Height | 50 feet | 50 feet | Complies |
| Minimum Heated Floor Area | 1800 sq. ft. | N/A | N/A |
| Buffers | 75-100 feet | 50 feet | Complies |
| Landscaping | 2 trees per lot | 2 trees per lot | Complies |
| Sidewalks | Not depicted | 5 feet on both sides of street | Unknown |
| Open Space | 52.4% | 30% | Complies |
| Cluster Mailbox Unit (CBU) | CBU with parking spaces | CBU with 11 parking spaces | Complies |

**Based on the future land use plan, staff finds the requested rezoning *is consistent* with the Hall County Comprehensive Plan future land use designation of "Rural Neighborhood".** The intent of this future land use designation is that these areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential use with density up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies. The development has an overall proposed density of 0.75 dwelling units per acre.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposal is unique as the majority of surrounding parcels are zoned AR-1 or Vacation Cottage (V-C) and consist of large lots occupied by low density residential and agricultural land uses. The individual lots of the proposed development are much smaller in comparison than surrounding property; however, the preservation of open space and lower density demonstrate principals of conservation subdivision design.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning does not appear to adversely affect the existing use or usability of adjacent residential properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned; however, the applicant cannot develop the property as proposed without approval by the Board of Commissioners.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed rezoning is not expected to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service. The property will be served by City of Gainesville public water. Sanitary sewer services will be provided by on-site septic tanks and a shared community sub-surface drip field to be permitted through the Georgia Environmental protection division. Improvements such as turn lanes into the development from Yellow Creek Road are suggested by the submitted Traffic report.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the Comprehensive Plan and the "Rural Neighborhood" land use designation. The "Rural Neighborhood" designation envisions a density of up to 0.75 dwelling units per acre which is consistent with the proposed development.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) 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.**

h) 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.**

i) 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 undeveloped.**

j) 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; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; ; **The proposed zoning is a Planned Residential Development (PRD). Per the Official Code of Hall County, Planned Development Districts are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.**

l) 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.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed development does not appear to be out of scale with the needs of the county as a whole, as there is a need for additional and varied housing options.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county that support low-density single-family residential uses based on the Future Land Use Map; however, the development as proposed cannot be developed in any of the existing residential zoning categories without approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) 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.**

q) 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.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **The applicant submitted a traffic memo from Southeastern Engineering, Inc. dated March 4, 2025. Per the report, "turn lanes may need to be considered on Yellow Creek Road at the driveway intersections**. **Based on the characteristics of Yellow Creek Road the additional trips generated by the development are anticipated to not significantly impact safety and operations along Yellow Creek Road or adjacent intersections."**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated April 3, 2025, Emily McGahee stated, "No comment. Proposed sewage disposal to be permitted by EPD."

**Georgia Department of Transportation**
In an email dated April 2, 2025, Henry Stevens, E.I.T., GDOT Civil Engineer 2, stated that GDOT coordination is not required.

**Hall County Public Works and Utilities**
In a memo dated April 3, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
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.

**Traffic:**
Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

**Utilities**
Hall County service area. No infrastructure in the area.

**Hall County Fire Marshal**
In an email dated April 2, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, “If approved the plan may require modifications during the development review process.”

**Hall County Tax Assessor**
In an email dated March 28, 2025, Cher Melendez stated, “CUVA 2016 covenant.”

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

HALL COUNTY
GEORGIA
*We have it all in Hall*

# ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Cook Communities
3120 Frontage Road
Gainesville, GA 30504

Phone 678-207-1508
Email Address keith@thecookandcompany.com

**Property Owner (Name & Mailing Address)**

Ashley Brooke Young
22 Cobble Hill Road.
Fairview, NC 28730

Phone
Email Address

Proposed Use Planned Residential Development (PRD) (Single Family Detached) with Amenity (1 Unit/Acre)

**Contact Person (Name & Mailing Address)**

C. Luke Pressley, P.E.
3120 Frontage Road.
Gainesville, GA 30504

Phone 678-267-7153
Email Address luke@thecookandcompany.com

**Status of Applicant**

- ☐ Owner
- X Option to Purchase
- ☐ Area Resident
- ☐ Other

**Requested Action**

Existing Zoning: AR-1/V-C
Rezone to: PRD
Fee:$
Receipt #:
Check #:

Tax Parcel Number 11112 000004
Acreage 253.58 Acres
Location Address 6266 Yellow Creek Road - Murrayville, GA 30564

**I hereby certify that the above information and all attached information are true and correct.**

Sign _____ Date: 3/7/2025

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative 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) Ashley Brooke Young

Address 22 Cobble Hill Road.
Fairview, NC 28730

Phone Number

Name of applicant(s) Cook Communities

Address 3120 Frontage Road
Gainesville, GA 30504

Phone Number 678-207-1508

---

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person 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 before me

JOSHUA R ROBINSON

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

3/10/2025
Date

Joshua R. Robinson
NOTARY PUBLIC
BUNCOMBE COUNTY, NC
MY COMMISSION ENDS: 11/25/2028

BK349 PG280

FILED
HALL CO., GA
2019 FEB 15 PM 2:19
CHARLES BAKER, CLERK
SUPERIOR-STATE COURT
BY LC

# APPLICATION TO REGISTER A BUSINESS TO BE CONDUCTED UNDER TRADE NAME, PARTNERSHIP OR OTHERS

**STATE OF GEORGIA**
**COUNTY OF** Hall.

**The undersigned does hereby certify that** Shadowstone Parnters, LLC **conducting a business as** Cook Communities **in the City of** Gainesville **County of** Hall **in the State of Georgia, under the name of** Cook Communities **and that the nature of the business is** Real Estate Development

**and that the names and addresses of the persons, firms or partnership owning and carrying on said trade or business are** Keith Cook- 4447 Sandhurst Place, Flowery Branch GA 30542
Geoff Cook- 6026 Jim Crow Road, Flowery Branch GA 30542

**Signature-Title**

**Subscribed and sworn to before me this** 15 **day of** February **20** 19

**Notary Public**

BETTIJANE BEATTIE
Jackson County
Notary
Public
Expires
10-19-2019
STATE OF GEORGIA

**Filed in office, this** 15th **day of** February **20** 19

**Clerk Superior Court** Hall **County, Ga.**

**Note: The Act requires that this notice be published once a week for two weeks in the paper in which the Sheriff's advertisements are printed. This paper is** Gainesville Times 2-28 & 3-7
**Also, upon change of ownership, a new and amended registration be filed. (Ga. Laws 1981, p 872)**

PLANNING AND DEVELOPMENT DEPARTMENT
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MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
*We have it all in Hall*

# 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:

I have**____ I have not_X__

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): N/A _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** _____

**Applicant's/Owner's Name (Printed):** Keith Cook

PLANNING AND DEVELOPMENT DEPARTMENT
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I hereby certify that I have read the above and that:

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within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): N/A Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** 3-10-25

**Applicant's/Owner's Name (Printed):** Ashley Brooke Young

April 21st, 2025

Hall County
2875 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6809

**SUPPLEMENTAL INFORMATION**

Rezoning for The Estates at Yellow Creek (Hall County, GA)
6266 Yellow Creek Road – Murrayville, GA 30564
Tax Parcel No. 11112 000004 / L.L. 112, 113, 128 & 129 / 11th District

Cook Communities would like to provide the following document to provide additional information regarding the submitted application for The Estates at Yellow Creek Development.

***Public Participation***

Cook Communities held a community participation meeting on April 14th,2025 at the Hall County Public Library (Murrayville Branch). 200+ letters were sent out to the surrounding community and approximately 50+ people attended with 35+ listed on the sign-in sheet.

Cook Communities presented the development as submitted and opened up the meeting for questions and concerns. Several local residents spoke, including the adjacent land owners and neighbors. As a result of the community participation meeting, Cook Communities decided to make additional changes to the site plan in hopes of easing the neighbors' concerns and be more in line with the recently updated Hall County Comprehensive Plan.

***Site Plan Changes made after Public Participation Input (Summary)***

- *Several Community members had concerns about the overall size of the development and the proposed density of 1 unit/acre (253 Lots)*
    - Cook Communities has adjusted the site plan down to an overall density of 0.75 units/acre (191 Lots) which is in line with the Hall County Comprehensive Plan.
- *The adjacent neighbor to the Northwest had concerns of his existing chicken farm in relation to the proposed LAS Drip field.*
    - Cook Communities revised the location of the LAS drip fields by relocating them a minimum of 150' to 200' from his common property line. We are also working with him on adding a fence along this area as well.

- *The adjacent neighbor to the east had concerns about the portion of the development that was closest to his horse farm.*

    - Cook Communities removed that portion of the development closest to his proposed farm and now is proposing it to be placed in conservation and never developed as a subdivision.

- *Cook Communities is in discussions with 2 other adjacent land owners and are working through specific requests to try and alleviate any additional concerns they may have.*

    - One landowner has requested a fence along the portion of the development that adjoins her farm. We hope to have the details of this worked out before the county commission meeting.

    - One landowner has requested a portion of the property to allow for the planning of an American Chestnut Tree Orchard. We are working through the technical details on how to accomplish this and feel is it feasible.

- *Cook Communities has reached out to the North Georgia Land Trust and are in discussions for the portion of the property not being developed be placed in permanent conservation. As mentioned previously in the submitted application, the intent of the development is to mirror the intent of a Conservation Subdivision. It is anticipated that approximately 75+ Acres will be place in permanent conservation which does not include the open space and common area surrounding the proposed lots*.

***Overall Summary***

Cook Communities has tried to listen to the community and take a partnership approach to the proposed development. As with any new development there will always be opposition, we feel this development is in line with the Hall County Comprehensive Plan and the character of the area. Our lot width, setbacks and density match that of an R-1-L Zoning with the exception of lot size. We feel this conservation style approach is less impactful to the surrounding area.

Respectfully,

Keith Cook
Cook Communities

April 4th, 2025

Hall County
2875 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6809

**SUPPLEMENTAL INFORMATION**

Rezoning for The Estates at Yellow Creek (Hall County, GA)
6266 Yellow Creek Road – Murrayville, GA 30564
Tax Parcel No. 11112 000004 / L.L. 112, 113, 128 & 129 / 11th District

Cook Communities would like to provide the following document to provide additional information regarding the submitted application for The Estates at Yellow Creek Development.

***Public Participation***

Cook Communities scheduled a community participation meeting for April 14th,2025 at the Hall County Public Library (Murrayville Branch). 200+ letters were sent out to the surrounding community on March 18th, 2025. A sample copy of the letter is attached to this document. Feedback received from that meeting will be provided to staff.

Cook Communities has met with two adjacent landowners and additional community members to discuss the proposed development. One in-person meeting was held at our Oakwood office and the other via Microsoft Teams. We are currently working with the landowners to address some of their concerns to help mitigate any adverse impact.

***PRD Zoning/Conservation Subdivision***

While Cook Communities is requesting a Planned Residential Zoning Classification (PRD), the style of development being proposed is in line with a Conservation Subdivision (CS) as defined in Hall County UDC. Our lot width, setbacks and density match that of an R-1 Zoning with the exception being the lot size. We feel this conservation style approach to development is less impactful to the surrounding area. As mentioned in the Letter of Intent, we are requesting a 1 unit/acre density which mirrors the Rural Residential Character of the area.

***Model Home/Sales Office/Construction Trailer***

Cook Communities would like to request 3 Model Homes for the project. We would also request that a sales office and construction trailer be allowed as part of the development.

***Additional Information Regarding Onsite Septic/Land Application/Drip Fields***

As mentioned in the Letter of Intent, the Land Application/Drip System will be permitted through the Georgia Environmental Protection Division – Watershed Protection Branch. As part of the permit, portions of the system are required to be monitored monthly and quarterly. Monitoring Wells are located near the drip fields and quarterly samples are required to meet drinking water standards. There are several of these systems currently in use throughout the county. The most recent one in operation is the Cottages of Lanier Development located along US 129 on Lake Lanier. A portion of the Marina Bay development utilizes LAS drip technology as well. The newest project using this technology was recently permitted and will go to construction in the Fall 2025.

The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have. Cook Communities respectfully requests your approval of this application.

Respectfully,

Keith Cook
Cook Communities

March 7th, 2025

Hall County
2875 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6809

**LETTER OF INTENT**

Rezoning for The Estates at Yellow Creek (Hall County, GA)
6266 Yellow Creek Road – Murrayville, GA 30564
Tax Parcel No. 11112 000004 / L.L. 112, 113, 128 & 129 / 11th District

Cook Communities submits this Letter of Intent and attached application for the purpose of rezoning to Hall County's Planned Residential Development (PRD) Zoning Classification for the 253.58-acre tract located at 6266 Yellow Creek Road in unincorporated Hall County. The subject property is currently undeveloped land and zoned AR-I (Agricultural Residential) and V-C (Vacation Cottage).

Cook Communities proposes to develop a distinctive and attractive single-family detached neighborhood with amenities. The neighborhood is intended to be developed in phases and will total 253 Single-Family Homes at full buildout (1 unit/acre density). Each home will have a minimum of 1,800 S.F.+ of heated floor space and will typically include a minimum of 3 bedrooms, 2 bathrooms and a two-car garage. Three (3) different lot sizes are proposed in the development which all meet the recommended guidelines set forth in the PRD zoning classification. The intent of providing differing lot sizes is to vary the architectural styles and product in the separate portions of the neighborhood. The homes will include attractive architectural elements including shake and board and batten siding, stone/brick accents and sodded yards.

Amenities proposed for the development include a community pool with clubhouse/pavilion, playgrounds, pickleball courts, sidewalks with connected walking trails, pocket parks and attractive landscaping. A portion of the subject property is being reserved with the intent of dedicating it to Hall County for a future use benefiting the surrounding community.

Access to the development will be provided along Yellow Creek Road and will include an attractive parkway-style main entrance with landscaping. A secondary entrance will also be provided as required by the Hall County Unified Development Code (UDC). A traffic memo is included with this submittal that summarizes the existing and proposed traffic conditions along Yellow Creek Road at the Subject Property. Cook Communities intends to install any

recommended improvements required by Hall County to minimize the impact of the proposed development.

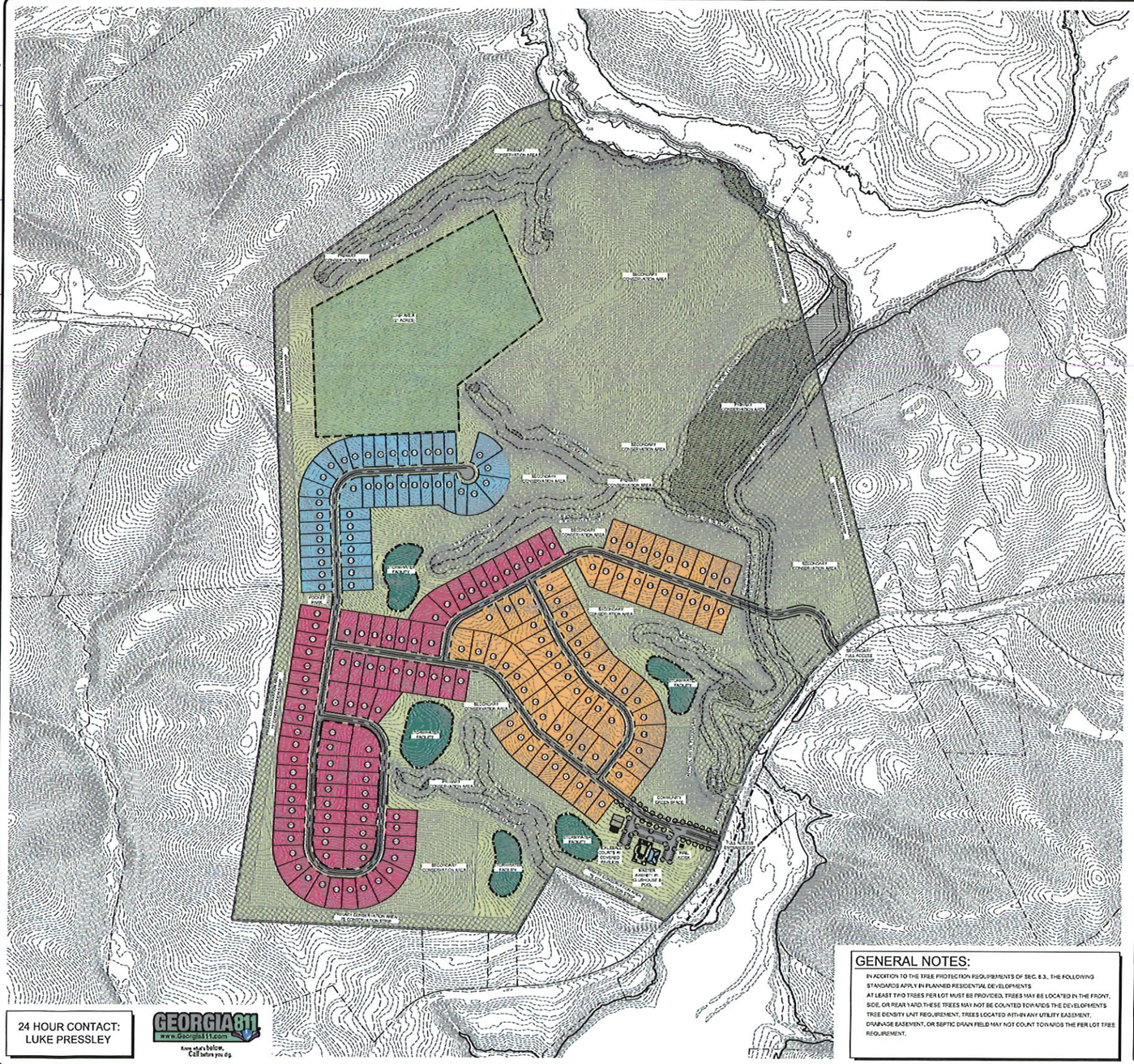
The provisions for water will be provided by the City of Gainesville. Sanitary Sewer for the development will be provided onsite using septic tanks and a shared community sub-surface drip field. The Land Application/Drip System will be permitted through the Georgia Environmental Protection Division. As a part of the permit approval, the GA Environmental Protection Division requires a Trust Indenture be executed and in place to ensure operation in perpetuity.

The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have. Cook Communities respectfully requests your approval of this application.

Respectfully,

Keith Cook
Cook Communities

This drawing is the property of Planners and Engineers Collaborative and is to be used only for the project and purpose noted and shall not be loaned, copied or reproduced in whole or in part without the written permission of Planners and Engineers Collaborative.


SECONDARY CONSERVATION AREA
POND
POND
POND

This survey and its findings does not constitute a title search or title opinion by Reece Land Surveying P.C. as land surveyors. All data used for the location of property lines, easements, adjoining owners, etc., was gained from public records, the client, or other sources as referenced. No abstract of title or title commitment, nor results of title searches were provided to the surveyor. Other documents or situations may exist that would affect this property. As with any land transaction a title search and certificate is recommended in conjunction with this survey, for which you must consult with a competent title attorney. All matters of title excepted.

THE FIELD DATA ON WHICH THIS PLAT IS BASED – ANGULAR ERROR PER POINT 4" CLOSURE PRECISION: 1/161187
FIELD DATA ADJUSTED BY LEAST SQUARES
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE – CLOSURE PRECISION 1'50'000'+

ALL LINEAR AND ANGULAR MEASUREMENTS OBTAINED BY USE OF TOPCON ELECTRONIC TOTAL STATION TOPCON GTS-313

THIS PROPERTY IS PARTLY LOCATED IN A FLOOD HAZARD AREA AS SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) COUNTY: HALL PANEL: 130466 0025 B DATED: NOV 2 1983

| Course | Bearing | Distance |
|---|---|---|
| L1 | S 80°27'39" E | 65.61' |
| L2 | S 20°06'13" E | 12.38' |
| L3 | S 03°05'41" E | 19.36' |
| L4 | N 89°19'54" E | 24.52' |
| L5 | S 43°17'06" E | 52.44' |
| L6 | S 37°18'16" E | 129.67' |
| L7 | S 88°44'35" E | 26.61' |
| L8 | S 62°51'16" E | 35.32' |
| L9 | N 68°58'26" E | 32.95' |
| L10 | S 46°24'25" E | 39.68' |
| L11 | S 65°55'59" E | 60.35' |
| L12 | S 59°18'36" E | 71.17' |
| L13 | N 63°09'45" E | 21.97' |
| L14 | S 70°13'35" E | 40.20' |
| L15 | S 78°51'34" E | 83.12' |
| L16 | N 72°21'17" E | 61.50' |
| L17 | N 78°10'00" E | 112.60' |
| L18 | S 76°40'44" E | 71.88' |
| L19 | S 84°12'44" E | 96.78' |
| L20 | S 51°22'26" E | 50.10' |
| L21 | S 87°11'39" E | 43.91' |
| L22 | S 11°47'10" E | 51.84' |
| L23 | S 53°16'40" E | 147.88' |
| L24 | S 04°20'53" E | 87.53' |
| L25 | S 54°26'55" E | 108.15' |

N 69°39'12"E 173.56'

ROCK @ 1/2" R.R.T.

1/2" R.R. 0.21' SE

@ DITCH/ DEAD BRANCH RUN IS PROPERTY LINE

N/F INDGENE POORE DB 1855 pg 9 PB 147 pg 48 PB 147 pg 49

N/F POORE

N 53°26'14"E 1601.35'

1/2" R.R. 0.42' SE

1/2" R.R. 0.45' SE

@ OF BRANCH IS PROPERTY LINE

BRANCH FLOWS UNDERGROUND DRY BRANCH RUN THIS AREA

@ OF CREEK IS PROPERTY LINE

N/F FORRESTER PLAT SLIDE 820 pg 108A

5/8" R.R. @ ROCK N 13°28'18"W 46.02'

NOTE: PLAT FOR FORRESTER SHOWS BRANCH AS PROPERTY LINE

PROPERTY LINE PER REFERENCE PLAT

S 13°28'18"E 944.05'

NOTE:
PROPERTY LYING TO THE SOUTHWEST OF THE BRANCH AND NORTHWEST OF YELLOW CREEK IS SHOWN TO BE THE PROPERTY OF EDGAR GEORGE DAVID BY THE HALL COUNTY TAX MAP

1-3/4" OTP IN STUMP

Ø1/2" R.R. 1.08' E

Ø1/2" R.R. 0.45' E

N 02°28'00"W 1583.24'

Ø1/2" R.R. ON LINE

Ø1/2" R.R. 0.52' E

Ø1/2" R.R. 0.24' E

N/F INDGENE POORE DB 1855 pg 9 PB 147 pg 48 PB 147 pg 46

YELLOW CREEK

1/2" R.R ON LINE

APPROX. LOCATION

N/F RAYMOND SOUTHERS PLAT SLIDE 800 pg 130A

S 14°33'26"E 1340.61'

Ø1/2" R.R. @ METAL FENCE POST ON LINE

N/F JOSEPH SMITH DB 3893 pg 636

253.58 ACRES

INCLUDES AREA WITHIN LIMITS OF AREA PREVIOUSLY OWNED BY KEITH

REFERENCE: PB 8 pg 32

DEED FROM CLEVELAND LUMBER CO. TO MRS. EDNA A. NOBLIN DATED 7/6/1957

L.L. 128

L.L. 113

L.L. 129

L.L. 112

APPROX. L.L.L.

1/2" OTP

N 03°40'29"E 88.50'

1" OTP

3/4" OTP

APPROXIMATE LOCATION OF U.S.A. CORPS OF ENGINEERS FLOWAGE EASEMENT. TRUE LOCATION IS 1085 MEAN SEA LEVEL CONTOUR

APPROX. LOCATION OF KEITH TRACT AS SHOWN ON A PLAT FOR CLEVELAND LUMBER COMPANY BY THOMAS M. PATTON DATED APRIL 1957

YELLOW CREEK ROAD 80' R/W

N 81°39'12"E 987.76'

N 01°39'12"E 286.25'

1/2" R.R.

N 64°41'39"W 668.25'

"OUT"

S 28°45'x"W 456.66'

N 01°39'12"E 357.82'

1/2" OTP

1/2" OTP

1/2" OTP

1/2" OTP

1/2" OTP 4.49' NW

1/2" R.R. ON LINE

1/2" R.R. 0.79' SW

1/2" OTP ON LINE

1/2" OTP ON LINE

166.27'

N 87°19'13"W 542.37'

N 87°20'58"W 1497.63'

FENCE ENCROACHES

N 08°15'21"E 1698.49'

N/F ELLIS

N/F HAROLD WADE ELLIS DB 336 pg 62 PB 30 pg 24

N/F GEORGESIAN PB 66 pg 187

N/F AUBURN DANNY WASHBURN PLAT SLIDE 748 PAGE 8

N/F DENNIS WASHBURN DB 4073 pg 416

NOTE:
THE PORTION OF THIS PROPERTY THAT LIES BELOW THE 1085 MEAN SEA LEVEL CONTOUR IS SUBJECT TO A FLOWAGE EASEMENT TO THE UNITED STATES OF AMERICA RECORDED IN DB 179 PG 38

| Course | Bearing | Distance |
|---|---|---|
| R1 | S 63°37'49" W | 60.32' |
| R2 | S 55°03'45" W | 69.25' |
| R3 | S 50°03'44" W | 50.31' |
| R4 | S 47°02'05" W | 140.99' |
| R5 | S 44°50'21" W | 81.05' |
| R6 | S 41°50'35" W | 67.17' |
| R7 | S 38°24'12" W | 126.72' |
| R8 | S 36°44'37" W | 187.11' |
| R9 | S 35°25'35" W | 60.57' |
| R10 | S 33°11'09" W | 73.41' |
| R11 | S 30°45'10" W | 66.14' |
| R12 | S 28°16'47" W | 62.47' |
| R13 | S 25°56'33" W | 61.22' |
| R14 | S 23°03'58" W | 89.03' |
| R15 | S 19°54'23" W | 134.65' |
| R16 | S 17°56'39" W | 168.06' |
| R17 | S 19°14'26" W | 63.21' |
| R18 | S 22°29'14" W | 60.10' |
| R19 | S 27°47'46" W | 57.26' |
| R20 | S 31°20'39" W | 27.72' |
| R21 | S 35°42'01" W | 23.57' |
| R22 | S 39°39'19" W | 60.74' |
| R23 | S 42°45'11" W | 146.85' |

THE AREA SHOWN AS THE KEITH TRACT IS THE APPROXIMATE SHAPE, SIZE AND LOCATION OF 15 ACRES EXCEPTED BY A DEED FROM CLEVELAND LUMBER COMPANY TO MRS. EDNA A. NOBLIN DATED JULY 6, 1957. SAID TRACT DOES NOT APPEAR ON THE CURRENT HALL COUNTY TAX MAPS. LEGAL COUNSEL SHOULD BE OBTAINED AS TO THIS AND OTHER MATTERS OF TITLE THAT AFFECT THIS PROPERTY.

NORTH

REFERENCE

## LEGEND

| | | |
|---|---|---|
| IPF | o | IRON PIN FOUND |
| IPS | ● | IRON PIN SET |
| | o | TREE |
| | Δ | COMPUTED POSITION |
| | | LAND LOT LINE (L.L.L.) |
| DB. / pg. | | DEED BOOK & PAGE |
| PB. / pg. | | PLAT BOOK & PAGE |
| | | RIGHT OF WAY (R/W) |
| | | STREAM / POND |
| N/F | | NOW OR FORMERLY |
| ℄ or P/L | | PROPERTY LINE |
| ℄ or C/L | | CENTER LINE |
| | | OVERHEAD UTILITY |
| | o PP ● | UTILITY POLE |
| RR or RB | | REINFORCING ROD |
| OTP | | OPEN TOP PIPE |
| CTP | | CRIMP TOP PIPE |
| | | FENCE |
| | | DIRT OR GRAVEL ROAD |
| PVMT. | | PAVEMENT |
| GRVL. | | GRAVEL |
| P.O.B. | | POINT OF BEGINNING |

MONUMENT DIMENSIONS ARE OUTSIDE/OVERALL DIMENSIONS. ALL IPS ARE 5/8" REBAR UNLESS OTHERWISE NOTED.

GEORGIA REGISTERED No. 2648 LAND SURVEYOR SCOTT V. REECE

SURVEY FOR: **MAXWELL YOUNG**

LAND LOTS: 112, 113, 128 & 129
DISTRICT: 11th SECTION: N/A
COUNTY: HALL STATE: GEORGIA
DATE: MAY 14, 2004 *FIELD: MAY 1-14, 2004*

200 0 200 400 600
GRAPHIC SCALE – FEET 1" = 200'

JOB # 04048 CRD # 04048

**REECE LAND SURVEYING, P.C.**
*SURVEYING & PLANNING*
P.O. Box 5165 Canton, Ga 30114
PHONE: (770) 479-9698 FAX: (770) 704-0498

# T.N. Davis Property

7th Land Dist. Hall Co. GA.

Land Lots No. 105, 113, 119, 120, 128 and 129.

Located 15 Miles West of Murrayville Ga.

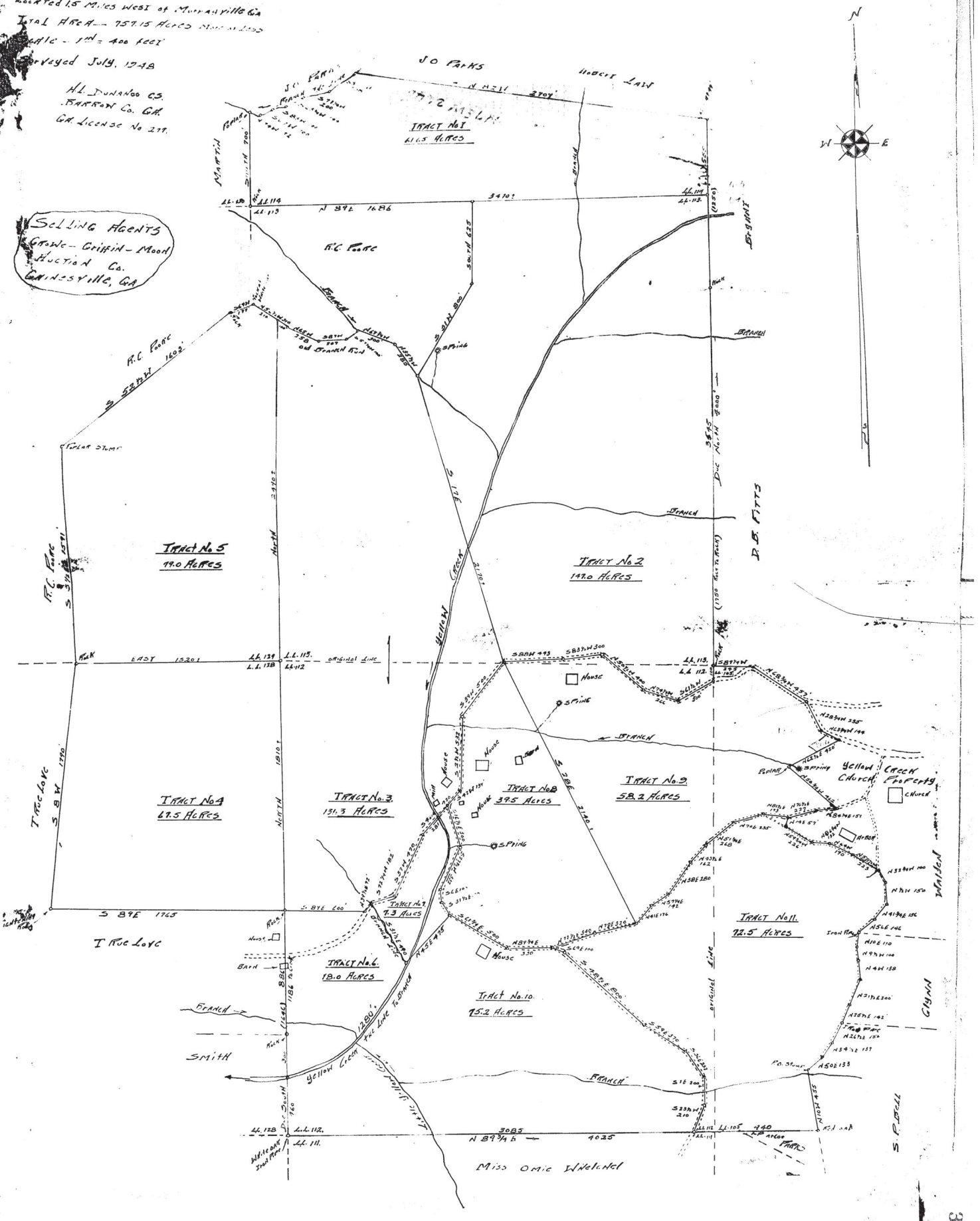
Total Area — 757.15 Acres More or Less

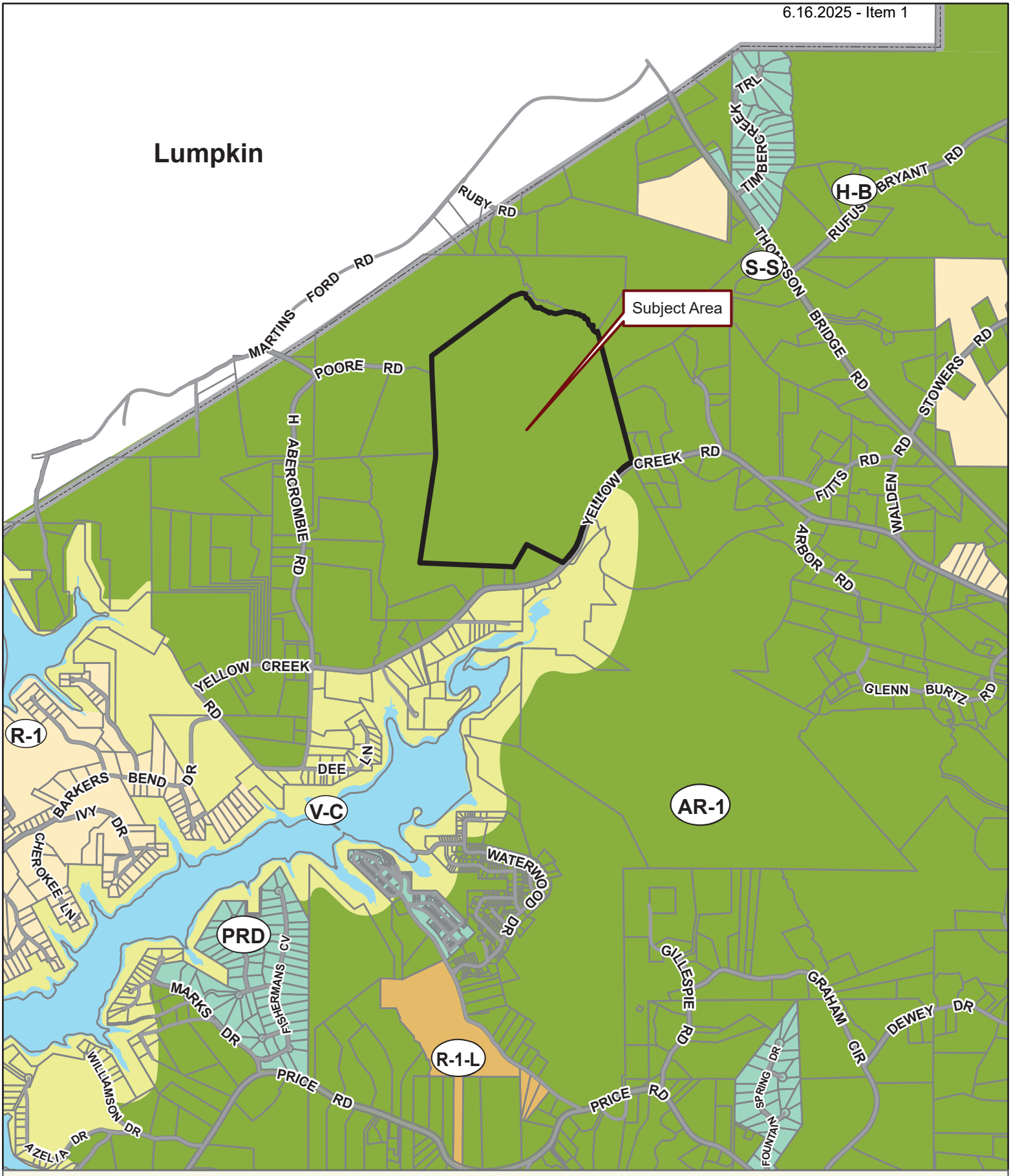
Scale - 1" = 400 Feet

Surveyed July, 1948

H.L. Dunahoo C.S.
Barrow Co. GA.
GA. License No 277.

Selling Agents
Crowe - Griffin - Moon
Auction Co.
Gainesville, GA



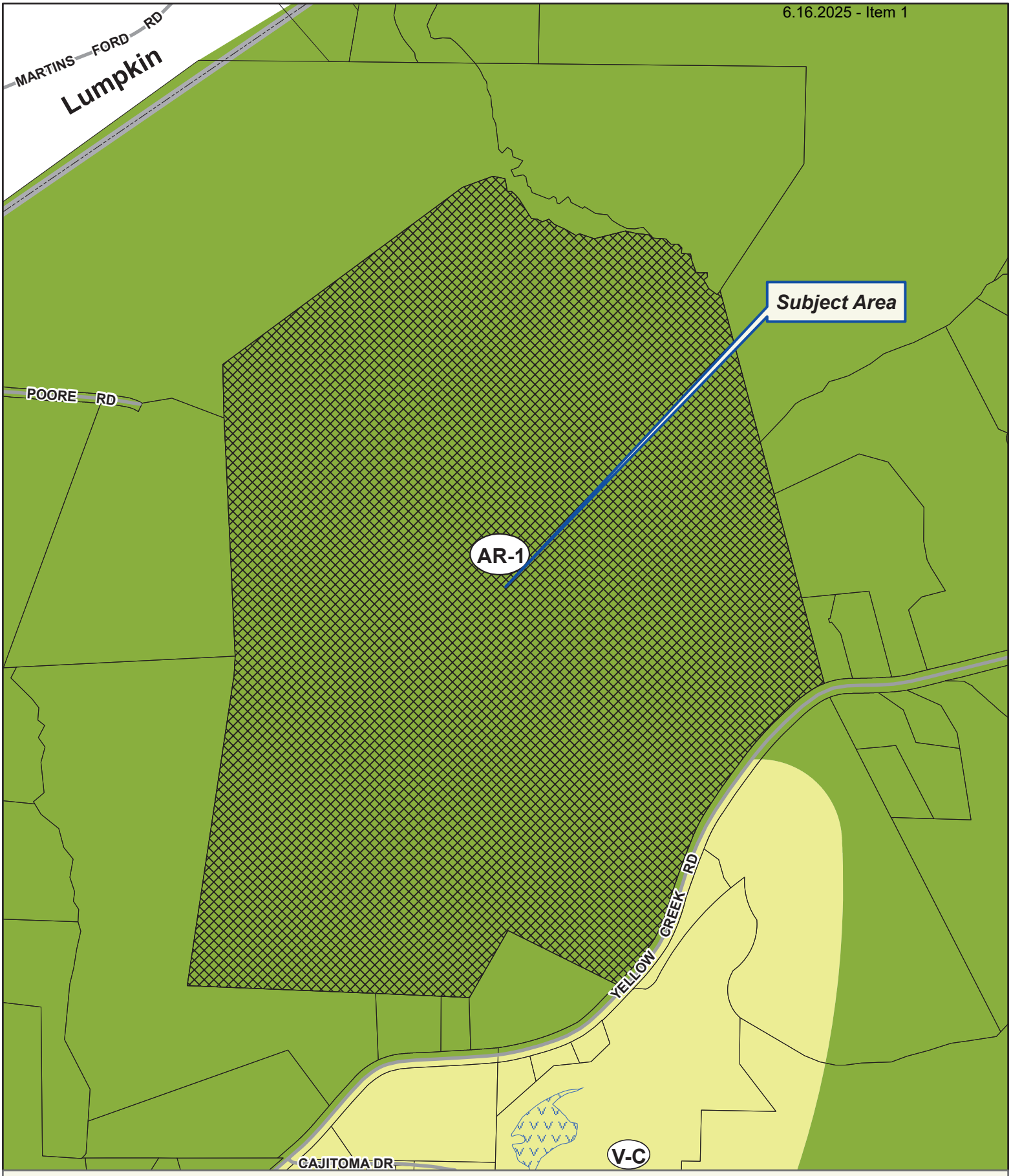



**Applicant:** COOK COMMUNITIES
**Tax Parcel #:** 11112 000004 (PT.)
**Location:** 6266 YELLOW CREEK ROAD, MURRAYVILLE, GA 30564
**Commission District 2** **PC Mtg. Date: 05/05/2025**

0 500 1,000 2,000
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** COOK COMMUNITIES
**Tax Parcel #:** 11112 000004 (PT.)
**Location:** 6266 YELLOW CREEK ROAD, MURRAYVILLE, GA 30564
**Commission District 2** **PC Mtg. Date: 05/05/2025**

0 175 350 700
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** COOK COMMUNITIES
**Tax Parcel #:** 11112 000004 (PT.)
**Location:** 6266 YELLOW CREEK ROAD, MURRAYVILLE, GA 30564
**Commission District 2** **PC Mtg. Date: 05/05/2025**

0 175 350 700
Feet

Zoning Boundary
City Limits
Subject Area

N

06940
00251

000698 000251

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT
Filed in office, this 9 day of January
20 12 at 3:54 Pm. Recorded in Deed
Book 6940 Page(s) 251-256
Charles Baker, Clerk By JN

HALL COUNTY, Georgia
Real Estate Transfer Tax
Paid $ -0-
Date Jan. 9, 2012
Charles Baker
Superior Court Clerk
By JN
PT61 069-2012 000014

After Recording Return to:
Douglas R. Thompson
3151 Maple Dr., NE
Atlanta, GA 30305

STATE OF GEORGIA )
) SS.
COUNTY OF FULTON )

**EXECUTORS' DEED**

THIS INDENTURE is made as of JANUARY 3, 2012, between GREGORY N. GALLAGHER and DOROTHY Y. WALSH, as Co-executors of the Estate of WILTON MAXWELL YOUNG a/k/a MAXWELL WILTON YOUNG (hereinafter referred to as the "Deceased"), late of Cobb County, Georgia (hereinafter referred to as "Grantor") and ASHLEY BROOKE YOUNG (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR (acting under and by virtue of the power and authority contained in Item FOURTH of the will of the Deceased, it having been duly probated and recorded in the Probate Court of Cobb County, Georgia as Estate No. 10-1812), for and in consideration of the sum of Ten Dollars ($10.00) in hand paid at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee all that tract or parcel of land lying and being in Land Lots 112, 113, 128 and 129 of the 11th District, Hall County, Georgia (hereinafter referred to as the "Land"), as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein, subject to the exceptions set out in Exhibit "B", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the 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 Grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

Notary Public

[Notary Seal]

KATHY PURCELL NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA MAY 28, 2015

Executed under seal, as of the day and date above provided:

(SEAL)
Gregory N. Gallagher, as Co-Executor of the Estate of Wilton Maxwell Young a/k/a Maxwell Wilton Young, Estate No. 10-1812, In the Probate Court of Cobb County, Georgia

Signed, Sealed and Delivered in the presence of:

Unofficial Witness

Notary Public

[Notary Seal]

KATHY PURCELL NOTARY PUBLIC GWINNETT COUNTY EXPIRES GEORGIA MAY 28, 2015

Executed under seal, as of the day and date above provided:

(SEAL)
Dorothy Y. Walsh, as Co-Executor of the Estate of Wilton Maxwell Young a/k/a Maxwell Wilton Young, Estate No. 10-1812, In the Probate Court of Cobb County, Georgia

"EXHIBIT B "

000255

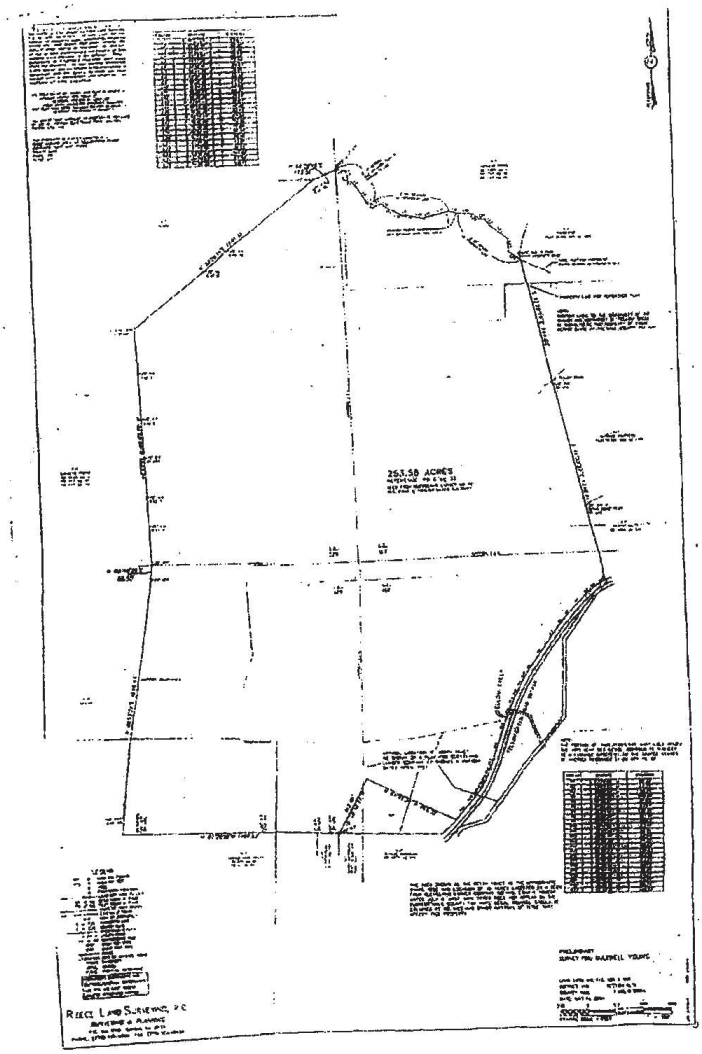


**EXHIBIT "B"**

000256

(a) All taxes for the year 2012 and subsequent years, and any additional taxes resulting from rebilling or reassessment of subject property.

(b) Riparian rights incident to the premises.

(c) Rights of tenants in possession under unrecorded leases.

(d) Judgment on the Declaration of Taking - United States of America vs. 787.84 acres of land, more or less, situate in Dawson. Hall and Lumpkin Counties, et al, being Civil Action No. 709, dated September 24, 1956, filed for record September 24, 1956, recorded in Deed Book 176, Page 193, Records of Hall County, Georgia.

(e) Flowage Easement Deed from Cleveland Lumber Company, a Georgia corporation to the United States of America, dated June 14, 1957, recorded June 17, 1957, recorded in Deed Book 179, Page 38, aforesaid Records.

(f) Easement from Edgar George David and Nancy Forsyth Noblin, Co-Executors, Estate of Edna A.D. Noblin to the Board of Commissioners, Hall County, Georgia, dated May 30, 2001, filed for record July 11, 2001 at 1:35 p.m., recorded in Deed Book 3933, Page 560, Records of Hall County, Georgia.

(g) Application for Conservation Use Assessment of Agricultural Property by Maxwell W. Young, filed for record March 9, 2006 at 3:15 p.m., recorded in Deed Book 5621, Page 20, aforesaid Records.

(h) All those matters as disclosed by that certain plat recorded in Plat Book 840, Page 138, aforesaid Records.

(i) Those matters as shown on plat of survey for Maxwell Young, prepared by Reece Land Surveying, P.C., dated May 14, 2004.

000253

## EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 112, 113, 128 AND 129, 11TH DISTRICT, HALL COUNTY, GEORGIA, CONTAINING 253.58 ACRES, AS PER PLAT OF SURVEY FOR MAXWELL YOUNG BY REECE LAND SURVEYING, P. C., GEORGIA REGISTERED LAND SURVEYORS, DATED MAY 14, 2004 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A ROCK (1" OTP) FOUND AT THE INTERSECTION OF THE LAND LOT LINE DIVIDING LAND LOTS 128 AND 113 WITH THE CENTERLINE OF A DITCH (OLD BRANCH RUN) AS SHOWN ON SAID SURVEY: THENCE ALONG THE CENTERLINE OF SAID DITCH (OLD BRANCH RUN) THE FOLLOWING COURSES AND DISTANCES: SOUTH 80 DEGREES 27 MINUTES 39 SECONDS EAST A DISTANCE OF 65.61'; SOUTH 20 DEGREES 06 MINUTES 13 SECONDS EAST A DISTANCE OF 32.38'; SOUTH 03 DEGREES 05 MINUTES 31 SECONDS EAST A DISTANCE OF 39.38'; NORTH 89 DEGREES 19 MINUTES 54 SECONDS EAST A DISTANCE OF 24.52'; SOUTH 43 DEGREES 17 MINUTES 06 SECONDS EAST A DISTANCE OF 52.44'; SOUTH 32 DEGREES 18 MINUTES 16 SECONDS EAST A DISTANCE OF 129.67'; SOUTH 88 DEGREES 44 MINUTES 35 SECONDS EAST A DISTANCE OF 26.61' TO A POINT IN THE CENTERLINE OF A BRANCH AS SHOWN ON SAID SURVEY; THENCE ALONG THE CENTERLINE OF SAID BRANCH THE FOLLOWING COURSES AND DISTANCES: SOUTH 62 DEGREES 51 MINUTES 35 SECONDS EAST A DISTANCE OF 35.32'; NORTH 68 DEGREES 58 MINUTES 26 SECONDS EAST A DISTANCE OF 37.95'; SOUTH 46 DEGREES 24 MINUTES 25 SECONDS EAST A DISTANCE OF 39.68'; SOUTH 65 DEGREES 55 MINUTES 39 SECONDS EAST A DISTANCE OF 60.32'; SOUTH 59 DEGREES 38 MINUTES 36 SECONDS EAST A DISTANCE OF 71.17'; NORTH 63 DEGREES 09 MINUTES 45 SECONDS EAST A DISTANCE OF 21.97'; SOUTH 70 DEGREES 13 MINUTES 35 SECONDS EAST A DISTANCE OF 40.20'; SOUTH 78 DEGREES 51 MINUTES 34 SECONDS EAST A DISTANCE OF 83.12'; NORTH 72 DEGREES 21 MINUTES 17 SECONDS EAST A DISTANCE OF 61.50'; NORTH 78 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 112.60' TO A POINT LOCATED IN THE CENTERLINE OF A DRY BRANCH RUN; THENCE SOUTH 76 DEGREES 40 MINUTES 44 SECONDS EAST A DISTANCE OF 71.88' TO A POINT LOCATED IN THE CENTERLINE OF A CREEK; THENCE ALONG THE CENTERLINE OF SAID CREEK THE FOLLOWING COURSES AND DISTANCES: SOUTH 84 DEGREES 32 MINUTES 44 SECONDS EAST A DISTANCE OF 96.78'; SOUTH 51 DEGREES 22 MINUTES 26 SECONDS EAST A DISTANCE OF 50.10'; SOUTH 87 DEGREES 11 MINUTES 39 SECONDS EAST A DISTANCE OF 43.91'; SOUTH 31 DEGREES 43 MINUTES 10 SECONDS EAST A DISTANCE OF 51.84'; SOUTH 53 DEGREES 16 MINUTES 40 SECONDS EAST A DISTANCE OF 147.88'; SOUTH 04 DEGREES 20 MINUTES 53 SECONDS EAST A DISTANCE OF 87.53'; SOUTH 54 DEGREES 26 MINUTES 55 SECONDS EAST A DISTANCE OF 108.15' TO A POINT; THENCE LEAVING THE CENTERLINE OF THE CREEK AND PROCEEDING SOUTH 13 DEGREES 28 MINUTES 18 SECONDS EAST A DISTANCE OF 844.05' TO A ½" R. R.; THENCE SOUTH 14 DEGREES 33 MINUTES 26 SECONDS EAST A DISTANCE OF 1340.61' TO A POINT LOCATED ON THE WESTERLY SIDE OF THE RIGHT OF WAY OF YELLOW CREEK ROAD (80' RIGHT OF WAY); THENCE ALONG THE WESTERLY SIDE OF THE 80' RIGHT OF WAY OF YELLOW CREEK ROAD THE FOLLOWING COURSES AND DISTANCES: SOUTH 63 DEGREES 37 MINUTES 49 SECONDS WEST A DISTANCE OF 60.32'; SOUTH 55 DEGREES 03 MINUTES 45 SECONDS WEST A DISTANCE OF 69.25'; SOUTH 50 DEGREES 03 MINUTES 44 SECONDS WEST A DISTANCE OF 50.31'; SOUTH 47 DEGREES 02 MINUTES 05 SECONDS WEST A DISTANCE OF 140.99'; SOUTH 44 DEGREES 50 MINUTES 21 SECONDS WEST A DISTANCE OF 81.05'; SOUTH 41 DEGREES 50 MINUTES 35 SECONDS WEST A DISTANCE OF 67.17'; SOUTH 38 DEGREES 24 MINUTES 12 SECONDS WEST A DISTANCE OF 126.72'; SOUTH 36 DEGREES 44 MINUTES 37 SECONDS WEST A DISTANCE OF 187.11'; SOUTH 35 DEGREES 05 MINUTES 35 SECONDS WEST A DISTANCE OF 60.57'; SOUTH 33 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 73.41'; SOUTH 30 DEGREES 45 MINUTES 10 SECONDS WEST A DISTANCE OF 66.14'; SOUTH 28 DEGREES 16 MINUTES 47 SECONDS WEST A DISTANCE OF 62.47'; SOUTH 25 DEGREES 56 MINUTES 33 SECONDS WEST A DISTANCE OF 61.22'; SOUTH 23 DEGREES 03 MINUTES 58 SECONDS WEST A DISTANCE OF 89.03'; SOUTH 19 DEGREES 54 MINUTES 23 SECONDS WEST A DISTANCE OF 134.65'; SOUTH 17 DEGREES 56 MINUTES 39 SECONDS WEST A DISTANCE OF 168.06'; SOUTH 19 DEGREES 14 MINUTES 26 SECONDS WEST A DISTANCE OF 63.21'; SOUTH 22 DEGREES 29 MINUTES 14 SECONDS WEST A DISTANCE OF 60.10'; SOUTH 27 DEGREES 47 MINUTES 46 SECONDS WEST A DISTANCE OF 57.26'; SOUTH 31 DEGREES 20 MINUTES 39 SECONDS WEST A DISTANCE OF 27.72'; SOUTH 35 DEGREES 42 MINUTES 01 SECONDS WEST A DISTANCE OF 73.57'; SOUTH 39 DEGREES 39 MINUTES 19 SECONDS WEST A DISTANCE OF 60.74'; SOUTH 42 DEGREES 45 MINUTES 11 SECONDS WEST A DISTANCE OF 146.85' TO A POINT; THENCE LEAVING THE WESTERLY SIDE OF THE 80' RIGHT OF WAY OF YELLOW CREEK ROAD AND PROCEEDING NORTH 64 DEGREES 41 MINUTES 39 SECONDS WEST

A DISTANCE OF 668.25' TO A POINT; THENCE SOUTH 18 DEGREES 45 MINUTES 24 SECONDS WEST A DISTANCE OF 412.96' TO A ½" OPEN TOP PIPE; THENCE NORTH 87 DEGREES 20 MINUTES 58 SECONDS WEST A DISTANCE OF 1497.63' TO A POINT; THENCE NORTH 08 DEGREES 15 MINUTES 21 SECONDS EAST A DISTANCE OF 1699.49' TO A ½" OPEN TOP PIPE; THENCE NORTH 03 DEGREES 40 MINUTES 29 SECONDS EAST A DISTANCE OF 88.50' TO A ½" OTP; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS WEST A DISTANCE OF 1583.24' TO A 3/4" OPEN TOP PIPE IN A STUMP; THENCE NORTH 53 DEGREES 26 MINUTES 14 SECONDS EAST A DISTANCE OF 1601.35' TO A ½" R. R.; THENCE NORTH 69 DEGREES 39 MINUTES 12 SECONDS EAST A DISTANCE OF 173.56' TO A ROCK LOCATED AT THE INTERSECTION OF THE LAND LOT LINE DIVIDING LAND LOTS 128 AND 113 AND THE CENTERLINE OF A DITCH (OLD BRANCH RUN), AND THE TRUE POINT OF BEGINNING.

SAID PROPERTY BEING MORE FULLY SHOWN AND DELINEATED ON A PLAT OF SURVEY REFERRED TO HEREINABOVE, A COPY OF SAID PLAT BEING ATTACHED HERETO AS EXHIBIT "B" AND MADE A PART HEREOF BY REFERENCE.

## Kristie Turner (Planning)

**From:** Nick Swafford <NSwafford@gainesvillega.gov>
**Sent:** Thursday, March 27, 2025 11:30 AM
**To:** Kristie Turner (Planning)
**Subject:** RE: 6266 Yellow Creek Road

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.

Hi Kristie,

Sorry about that. Yes, Gainesville owns and operates an existing 8-inch DIP water main in the R/W of Yellow Creek Road along the frontage of the subject property, and we currently have adequate domestic water capacity for the proposed 253-unit residential development. Please let me know if you need anything further.

Thanks,

**Nick Swafford**
**Permitting Services & GIS Manager**
**Department of Water Resources**

GAINESVILLE

**O** | **770.538.2452**
www.gainesville.org

300 Henry Ward Way, Ste. 305
Gainesville, GA 30501

---

**From:** Kristie Turner (Planning) <kturner@hallcounty.org>
**Sent:** Wednesday, March 26, 2025 12:42 PM
**To:** Nick Swafford <NSwafford@gainesvillega.gov>
**Subject:** [EXTERNAL] 6266 Yellow Creek Road

**CAUTION:***This email originated from outside the City of Gainesville networks. Be aware of phishing, and remember CoG DoIT will never ask for your password or other personal information in email. Do not open up attachments or click on links unless you are absolutely sure it is legit and safe.. When in doubt, click the Phish Alert button or contact the CoG DoIT Help Desk***

---

Nick,

I am reaching out regarding an application we have for 6266 Yellow Creek Road, submitted by Cook Communities/Luke Pressley, for a proposed 253-unit single-family subdivision. For your reference, I have attached the site plan and narrative for your reference.

Outlook

## HCPC Tentative Agenda 5.5.25

**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
**Date** Thu 4/3/2025 12:34 PM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kristie Turner (Planning) <kturner@hallcounty.org>
**Cc** Chad Harper (Environmental Health) <charper@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>

Please find Environmental Health comments below:

Item 1, 4340 Cherokee Trail, Wilcox: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 6551 Red Hawk Way, Acuff: No comment. Public sewer.

Item 3, 5962 Jim Crow Road, Burton: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan, including details on the filtration of the pond water, must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan. The pond will be regulated and permitted under the DPH Rules and Regulations for Public Swimming Pools, Spas, and Recreational Water Parks if the water is recirculated. In this case, the well must also meet potable water supply standards if used to fill the pond.

Items 4A,B,C, 5323 Thompson Bridge Road, Cane: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 2505 Dana Drive, Karas: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 6266 Yellow Creek Road, Cook: No comment. Proposed sewage disposal to be permitted by EPD.

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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Outlook

## RE: Monday, May 5, 2025 Planning Commission Tentative Packets

**From** Stevens, Henry K <HStevens@dot.ga.gov>
**Date** Wed 4/2/2025 2:37 PM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

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 everyone,

Please see the below comments in red from GDOT District 1.

Thanks,

**Henry Stevens, E.I.T.**
*GDOT Civil Engineer 2*
Georgia Department of Transportation
District 1 Traffic Operations- Gainesville
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
470.663.1807 cell

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, March 27, 2025 1:56 PM
**Subject:** Monday, May 5, 2025 Planning Commission Tentative Packets

**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 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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 **Thursday, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

-

**AGENDA REVIEW**

**APPROVAL OF MINUTES – April 21, 2025**

**NEW BUSINESS**

1. **4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 **| Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant** **NO GDOT COORDINATION REQUIRED**

2. **6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 **| Proposed Use: Deck addition |** * Commission District 1 **| Mary M. Acuff, applicant** **NO GDOT COORDINATION REQUIRED**

3. **5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel 08101 002002 **| Proposed Use: Expansion of services** | ** Commission District 2 **| Burton Outdoor Adventures c/o Jason Burton, applicant** **NO GDOT COORDINATION REQUIRED**

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   **(B) 5323 Thompson Bridge Road | Special Use** | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major** | ** Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

   **(C) 5323 Thompson Bridge Road | Variance to section 6.2** | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A **| Proposed Use: Vehicle repair, major |** * Commission District 2 **| John Cane, applicant** **GDOT COORDINATION REQUIRED**

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B **| Proposed Use: Vehicle sales |** ** Commission District 3 **| Tim Karas, applicant** **NO GDOT COORDINATION REQUIRED**

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) **| Proposed Use: 253-lot residential development |** ** Commission District 2 **| Cook Communities, 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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, June 12, 2025, 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 12, 2025. 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,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
*We have it all in Hall*

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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-in-georgia. 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
GEORGIA

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND

UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** April 3, 2025
April 10, 2025 (revised for 2505 Dana Circle)

**Subject:** May 5, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 5, 2025 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

**1. 4340 Cherokee Trail | Variance |** to reduce the minimum yards | on a 0.38± acre tract located on the east side of Cherokee Trail approximately 1,555 feet from its intersection with Twin Rivers Drive | Zoned R-1; Tax Parcel 08038 001026 | **Proposed Use: Accessory structure |** * Commission District 2 **| Sonia L. Wilcox, applicant**

a. **Engineering:** No comment

b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. No sanitary sewer in area.

**2. 6551 Red Hawk Way | Variance |** to reduce the minimum yards | on a 0.30± acre tract located on the south side of Red Hawk Way approximately 195 feet from its intersection with Stag Leap Lane | Zoned PRD; Tax Parcel 15041D000370 | **Proposed Use: Deck addition |** * Commission District 1 | **Mary M. Acuff, applicant**

a. **Engineering:** No comment
b. **Traffic:** No comment
c. **Utilities:** Gainesville Water. Hall County sanitary sewer –onsite

**3. 5962 Jim Crow Road | Special Use |** to amend conditions of zoning | on a 1.42± acre tract located on the north side of Jim Crow Road approximately 252 feet from its intersection with Old Federal Road | Zoned PCD; Tax Parcel

08101 002002 | **Proposed Use: Expansion of services** | ** Commission District 2 | **Burton Outdoor Adventures c/o Jason Burton, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Flowery Branch sanitary sewer area.

4. **(A) 5323 Thompson Bridge Road | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B, GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road **|** Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** ** Commission District 2 | **John Cane, applicant**

**(B) 5323 Thompson Bridge Road | Special Use** | Vehicle repair, major in GCOD |on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major** | ** Commission District 2 | **John Cane, applicant**

**(C) 5323 Thompson Bridge Road | Variance to section 6.2** | Gateway Corridor Overlay District (GCOD) | on a 0.61± acre tract located on the southwest side of Thompson Bridge Road approximately 407 feet from its intersection with Marlow Road | Zoned AR-1; Tax Parcel 11082 000028A | **Proposed Use: Vehicle repair, major |** * Commission District 2 | **John Cane, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT approval or access permit required.
c. **Utilities:** Hall County sanitary sewer area. Nearest infrastructure is 350’ south across parcel 11082 000028. Fieldale farms – easement required.

5. **2505 Dana Circle | Rezone** | from Agricultural Residential (AR-1) to Highway Business (H-B) | on a 0.33± acre tract located on the north side of Dana Circle at its intersection with Dana Drive | Zoned AR-1; Tax Parcel 15021A000036B | **Proposed Use: Vehicle sales |** ** Commission District 3 | **Tim Karas, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
**Revised comment –** Dana Circle is a substandard roadway for commercial use. Improvements will be required and approved by Hall County Engineering. No

towing or car transports over 14,000 pounds Gross Vehicle Weight Ratings will be allowed. (4-10-25)

c. **Utilities:** Gainesville w/s

6. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
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.

b. **Traffic:** Both proposed accesses must meet Hall County requirements at a minimum decel lanes will be required.

c. **Utilities:** Hall County service area. No infrastructure in the area.

Outlook

## Fire Comment

**From** John Hornick (Fire Services) <jhornick@hallcounty.org>
**Date** Wed 4/2/2025 4:02 PM
**To** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

**Monday, May 5, 2025** Hall County Planning Commission Meeting.

1. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

   If approved the plan may require modifications during the development review process.

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

## Kaitlyn Elliott (Planning)

**From:** Cher Melendez (Tax Assessors)
**Sent:** Friday, March 28, 2025 2:34 PM
**To:** Kaitlyn Elliott (Planning)
**Cc:** Steve Watson (Real Property)
**Subject:** Re: Monday, May 5, 2025 Planning Commission Tentative Packets

**6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant** **CUVA 2016 COVENANT**

I did reach out to Ms. Young to verify her intentions left a voicemail.

---

**From:** Kaitlyn Elliott (Planning)
**Sent:** Thursday, March 27, 2025 1:55 PM
**Subject:** Monday, May 5, 2025 Planning Commission Tentative Packets

Good Afternoon,

Here is the Tentative Agenda and Maps for the **Monday, May 5, 2025** Hall County Planning Commission Meeting. Please use the links to review the documents and respond with comments to Hall County Planning and Zoning. 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 **Thursday, April 3, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – April 21, 2025**

**NEW BUSINESS**

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15041D000370 | **Proposed Use: Deck addition** | * Commission District 1 | **Mary M. Acuff, applicant** **NO CUVA**

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Thank you,

**Kaitlyn Elliott**
**Planning Commission Clerk**
**Hall County Community Development and Infrastructure**
(770) 531-6810 www.hallcounty.org

March 17th, 2025

John Doe
1234 John St
Gainesville GA 30501

Dear Neighbor,
You are receiving this letter because you own property near a proposed development of Cook Communities. We are seeking to develop the track of land located at 6266 Yellow Creek Rd, Murrayville, GA 30564.

Cook Communities would like to invite you to attend a Public Participation meeting being held on **April 14, 2025**, at the **Murrayville Public Library**.

We encourage you to attend the meeting to learn more about the proposal, ask questions, and provide comments. Your feedback is valuable to us.

**Meeting Details:**

- **Date:** April 14,2025
- **Time:** Meeting starts at 5:30pm. Presentation at 6pm. Q&A at 6:30pm.
- **Location:** Murrayville Public Library - 4796 Thompson Bridge Rd, Gainesville, GA 30506

Thank you for your time and consideration.

Sincerely,

Cook Communities
3120 Frontage Rd
Gainesville Ga 30504

24 April 2025

To: Chris Braswell, Stan Hunt, Johnny Varner, Shannon Davidson, Frank Sosebee; Planning and Zoning, and David Gibbs, Kathy Cooper, Billy Powell, Gregg Poole and Jeff Stowe; Commissioners

RE: 5 May 2025 meeting and our community opposition to the Cook Communities PRD zoning application for the "Estates at Yellow Creek," 6266 Yellow Creek Road, Murrayville

Planners and Commissioners-

We ask the Planners (and subsequently the Commissioners) to deny this zoning application in its entirety, primarily for the four reasons shown below:

1. It fails to meet the criteria established in Hall County Code of Ordinances, Sec 6.1/6.1.1, Planned Development Districts, and several criteria under Sec 6.1.6, Planned Residential Development (PRD). Details are on succeeding pages.
2. The proposed development represents a substantial, undesired, and damaging precedent-setting departure from the Future Land Use strategies, plans and zoning, detailed in the Comprehensive Plan Update, just adopted on December 9, 2024. It represents a bad "spot zoning" precedent, and dressing up such an action with labels such as "flexibility" and "floating zone" does not make it less egregious.
3. Given the property's location and Rural Neighborhood designation, a PRD zoning is inconsistent with both the letter of the Murrayville/Sardis Future Land Use & Zoning Compatibility table and the spirit of the Murrayville/Sardis Vision. R1-L remains appropriate given the region's decades-long history of and on-going rural-character, single-family, and large lot development.
4. The applicant has failed to make their case with the community for approval of South Hall-style "suburbanization" in the midst of our long-established, steadfastly defended, rural character, rural neighborhood community. Frankly, given the clear intent and specifics of the Future Land Use Strategy to the contrary of approval, AND our ongoing, steadfast and reasoned opposition to growth when said growth is demonstrably out of character, we hold the position that the burden of proof should be on the applicant to demonstrate why such a zoning change request should be approved. Simply presenting a properly formatted suburban-style plan is inadequate cause to support the abandonment of the County's plan for Yellow Creek, ignore precedent, **and** act in direct defiance of the residents' wishes. We are not opposed to growth; we simply want it to be the right kind. We expect and welcome the growth of R1-L or R1-L with reasonable variances within our community, and for this property in particular, without opposition.

We thank you for the excellent stewardship of the future of Hall County and look forward to your continuing the trend by voting to deny this PRD application, much as you did last month for the Yellow Creek Campground.

Very respectfully,

Greg Rutledge (and the entire ad-hoc Yellow Creek community resident working group)
Document curator, [redacted] / [redacted]
7724 Barkers Bend Dr., Murrayville, GA 30564

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## Support for our positions and opinions follow

1. Applicant's application fails to meet the criteria established in Hall County Code of Ordinances --
    - Sec 6.1. Planned Development Districts, specifically
        - 6.1.1.A.2&3,[1]
            - Applicant has not presented evidence that this zoning change and this development are in the best interest of Hall County in terms of its long range plans.
                - Our position is that the burden of proof is on the developer to demonstrate why this is 'the right thing to do' given available options that align to current character, code and future plans.
                - Furthermore, it is not the community's burden to prove why the area's current use and character along with the future land use and zoning in the Comprehensive Plan are the preferred course forward. The County made and makes that case in the Comprehensive Plan, and applicant bears the burden of demonstrating why 'they know better' and their exception is warranted.
                - In fact applicant has presented a zoning change and development plan that is demonstrably incompatible with current and prior uses and current and future zoning.
        - 6.1.2.B.3.b.v,[2] [i]
            - Applicant has not presented plans and methods for protection of adjacent properties, given their current and prior use.
                - During applicant's 14 April public seminar at the Murrayville library, applicant spoke to an anticipated under-construction period approaching eight years. Eight years of construction traffic, noise, mud and runoff into Yellow Creek and Lake Lanier.
                - Imagine being the residents who purchased 54 farmland acres bordering this property (18 months ago) who are on the cusp of completing their horse farm residence there. Do you think they bought their notably rural property thinking "it'll be great for the horses and kids to have eight years of construction disruption next to us," followed by the realities of high-density "attainable" suburbia next door. How does this development and its potential PRD zoning even begin to protect the horse farms which border it east and west, and the operating chicken farm along its northwest border? A 75 – 100 foot buffer is sleeves from the vest for the land given flood plain locations, and not enough distance to mitigate noise and light pollution.
                    - How about no street lights like the rest of the area?

[1] "To permit for the development of property which: (2) is in the best interest of Hall County in terms of its long-range development plans; and (3) encourages a mix of uses which without proper design and planning might not be compatible with surrounding uses or zoning districts."
[2] "Plans and methods for protection of adjacent properties."

- 6.1.6.A.1
  - Applicant has failed to demonstrate their plan and accompanying zoning request "make maximum use of natural features and … conform to the existing character and development pattern of the surrounding area."
  - Demonstrably this proposed development and zoning stands in stark contrast to the existing character and development pattern of the surrounding area.
    - Regarding conforming to the existing character … of the surrounding area
      - For a Rural Neighborhood designation, which covers this region of Yellow Creek Rd[3], a PRD zoning is inconsistent with both the letter of the Murrayville/Sardis Future Land Use & Zoning Compatibility table[4] and the spirit of the Murrayville/Sardis Vision which reminds potential developers[5] the community "strongly values its rural identity and seeks to maintain it … to retain the peaceful and rustic feel that drew them to the area." Furthermore "development … in Murrayville/Sardis should avoid the urban sprawl that has occurred in other parts of the county … while preserving the aspects of community character that residents enjoy…"[6] Additionally by "concentrating growth exclusively along SR60/Thompson Bridge Road, … the County can preserve the rural character that is important to the residents."[7]
    - Regarding the existing development of the area--
      - There are four horse farms in the Yellow Creek Community.
      - All recent (prior 10+ years) development and existing home sites built along and adjacent to Yellow Creek Rd are all single-family homes on large lots. (includes the in-progress Hathaway 'horse farm' with home.)
      - With one exception (Lee), all recent Yellow Creek Rd (and adjacent/fronting) are built on lots exceeding one acre – in other words, R1-L. For example:
        1. Singleton, 6641 Yellow Creek Rd, 11.76 acres.
        2. Singleton, 6673 Yellow Creek Rd, 1.57 acres.
        3. Tate, 662 H Abercrombie/Yellow Creek driveway, 37.95 acres (house and outbuilding)
        4. Black, 6624 Yellow Creek, 4.2 acres (house and outbuildings)
        5. Hathaway, 6384 Yellow Creek, 54.37 acres (house and 'horse farm')
        6. McCrary, 6067 Walden Rd/Yellow Creek frontage, 4.74 acres

[3] Hall County Forward | Comprehensive Plan, Future Land Use Strategy, page 175
[4] Hall County Forward | Comprehensive Plan, Future Land Use Strategy, page 176
[5] Hall County Forward | Comprehensive Plan, Executive Summary – "Developers will use this plan to determine if new development meets the goals outlined in this document …"
[6] Hall County Forward | Comprehensive Plan, Future Land Use Strategy, page 174
[7] Hall County Forward | Comprehensive Plan, Future Land Use Strategy, page 174

7. Fauscett, 6645 Abercrombie, 3.24 acres
8. Baker, 6657 Abercrombie, 3.24 acres
9. Sykes, 6677 Abercrombie, 1.53 acres
10. Warneke, 6689 Abercrombie, 1.63 acres
11. Romero, 6701 Abercrombie, 2.21 acres
12. Lee, 6035 Yellow Creek, .86 acres.

- Applicant has failed to demonstrate they have made "every effort … to preserve and protect any existing residential uses from adverse impacts which might result from a higher density development." [repeating from 6.1.2.B.3.b.v above…]
    - During applicant's 14 April public seminar at the Murrayville library, applicant spoke to an anticipated under-construction period approaching eight years. Eight years of construction traffic, noise, mud and runoff into Yellow Creek and Lake Lanier.
    - Imagine being the residents who purchased 54 farmland acres bordering this property (18 months ago) who are on the cusp of completing their horse farm residence there. Do you think they bought their notably rural property thinking "it'll be great for the horses and kids to have eight years of construction disruption next to us," followed by the realities of "affordable/attainable" high-density suburbia next door.
    - How does this development and its potential PRD zoning even begin to protect the horse farms which border it east and west, and the operating chicken farm along its northwest border? A 75 – 100 foot buffer is sleeves from the vest for the land given flood plain and creek locations, and not enough distance to mitigate noise and light pollution.
        - How about no street lights like the rest of the area?
    - If we read the traffic memo in the application correctly, the development would increase daily trips by roughly 50%. That's quite the impact for a country road with residents used to driving and encountering 4-wheelers on the road, and children on bikes.

- 6.1.6.A.6.a[8]
    - Applicant's site plan shows two entrances, per code. Per GDOT and Brent Cook, County Engineer, the minimum sight distance for these entrances is 500 feet. Until final plans are submitted and approved by Hall County engineers, those of us who drive daily on Yellow Creek have doubts whether a 500 foot sight distance is present for either entrance, particularly the one further east.
        - It'll be interesting to see if the site and its development plan can meet sight distance requirements for one or both entrances.
        - See illustration below, from Google Earth Pro imagery.
    - Continuing … since the developer is quite limited as to where the two entrances can be placed due to the location of the Yellow Creek itself and the Corps of Engineers buffers, we have doubts they can locate two entrances with adequate line of sight. For example, we looked at Google

[8] "Any PRD with 150 or more lots must include at least two vehicular entrances with access to a city, state or county maintained public right-of-way."

Earth imagery and used the ruler tool to show 500' lines from the planned placement of entrances, and that reinforced our doubts.

- For westbound traffic, there seems to be nowhere close to 500' of visibility to the secondary entrance (the more easterly entrance). For westbound traffic the road is a decline in a fairly sharp, reduced speed curve.
- For eastbound traffic the corresponding issue seems to exist for the primary, more western entrance, but not as bad. Your engineers will course have the final say, after they receive and review the sealed sight distance certification from the developer's engineer, .

While entrance location is approximate, the white lines, indicating 500' each are fairly accurate. For illustration purposes only. (paper copies provided are grey scale).

Google Earth Pro imagery, with ruler tool lines for 500 feet.

NOTE WELL – this image is greyscale in the printed copies but color in the PDF submitted for the public record.

# End Notes

[i] Sec 6.1.2.B.3.b.v – Applicant does not provide "for protection of adjacent properties," For example the previously purchased (2023) and largely constructed horse farm adjacent to the western boundary of the planned 70 foot frontage lots along the western border. For example-

i. Applicant's plans, which show a 75-foot western-side buffer (with flexibility for more than 75, up to 100 feet) is inadequate to protect the rural quality of life and environment for the family, horses and planned activities.
ii. The property owners likely did not invest in a rural 54 acre property ***plus*** now adding their own development funds to their new home for a house and fenced horse farm, just to see suburbia get approved NEXT DOOR.
iii. The horse farm represents the fourth horse farm in the Yellow Creek Community (Powell, Hathaway, Humble and Cushard)

Print

## Planning Commission Comments - June 16, 2025 - Submission #119573

**Date Submitted: 6/12/2025**

Comments completed in the form below will be submitted into the record for the June 16, 2025 meeting of the Hall County Planning Commission.

**First Name***

Vickie

**Last Name***

Kanady

**Address1***

5315H Thomas Road

**Address2**

**City***

Gainesville

**State***

GA

**Zip***

30506

**Zoning Item for Comment***

6266 Yellow Creek Road | Rezone

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

**Your Comments***

I propose we halt all new zoning requests and new developments for a short time. Just like Gregg Poole recommended.

Please write your comments in the box above.

**File Upload**

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

**Would you like follow-up communication?**

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

1. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

# Staff Report

## Staff Recommendation

"Approval with conditions
as the proposed development is consistent[1] with the
"Rural Neighborhood" future land use classification
Within the Comprehensive Plan[2]"

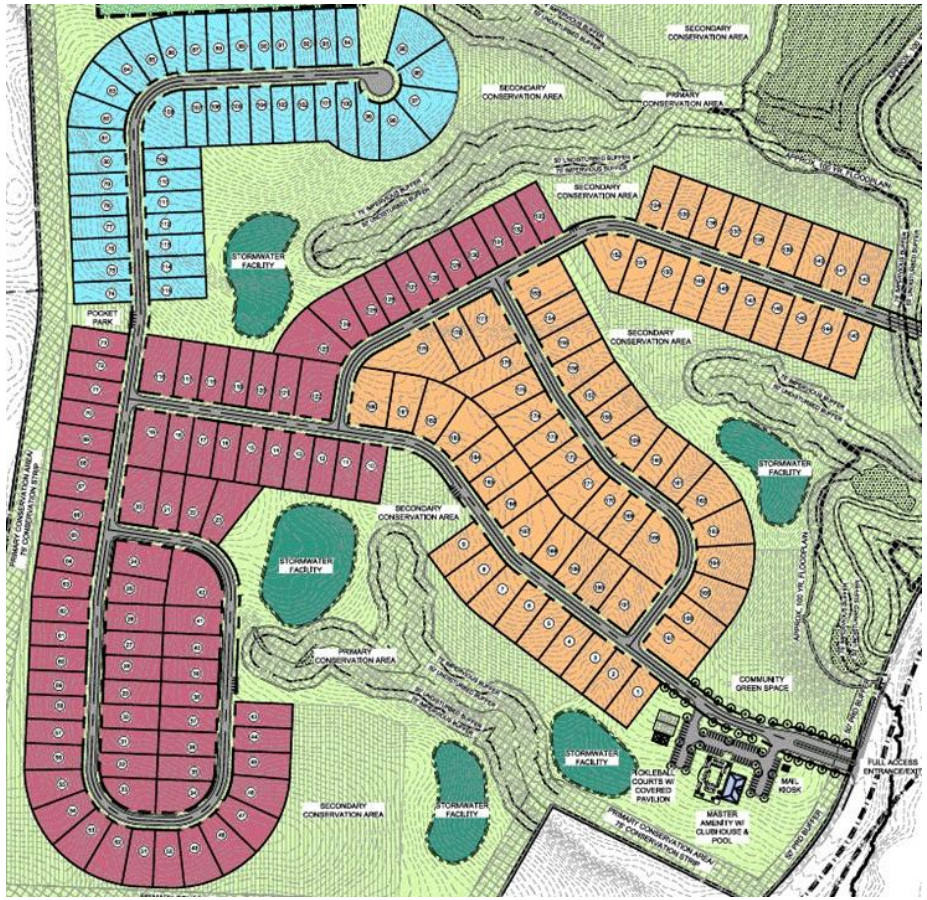
[1]Merriam-Webster online dictionary – **consistent** *adjective*
*1 a: free from variation or contradiction*
*2 : arbitrarily close to the true value of the parameter*

[2]QED, the defining parameters are
1. consistency with the Comprehensive Plan and
2. the future land use classifications therein.

*QED = "quod erat demonstrandum?" It means "that which was to be demonstrated"*

[*page 5 staff report*] "Based on the future land use plan, staff finds the requested rezoning is consistent with the Hall County Comprehensive Plan future land use designation of "Rural Neighborhood [*with Greenspace overlay, page 175 Comp Plan*]." The intent of this future land use designation is that these areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential [use with density] up to 0.75 dwellings per acre. Similar to rural agriculture, they should have deep setbacks and incorporate a high percentage of open space." *[This region is classified as Wetlands (Comp Plan p89) and the Yellow Creek itself is the last remaining clean, unimpaired headwaters in the Chestatee watershed (EPA), so nonpoint source pollution and surface runoff from ~200+/- disturbed acres should be a consideration.]*

"The development has an overall proposed density of 0.75 dwelling units per acre…" ←***NO*** "overall" *verbiage is in the Comprehensive Plan or the UDC for Rural Neighborhood, AR-1, or PRD*.




**Design Examples**

**Agricultural Residential 1 (AR-I)**

In the updated UDC, AR-I is a new name for what is currently the AR-III district. The intent of the revised AR-I zoning district is to provide locations within the county to be developed and reserved for agricultural, residential, compatible commercial uses, and/or recreation. This example shows a commercial building fronting the main road that can serve both residents and neighboring areas, but most of the remaining land is devoted to houses on lots of at least one acre. Where land isn't developable, it is preserved as open space, and some areas feature trails for recreation that connect to the sidewalks along the streets, reinforcing walkability.

**Rural Neighborhood**

**Overview**

These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

**Appropriate Zoning Districts:**

AR-1, R-1-L

*Gillsville Highway, Gillsville*

So you're telling us …

Figure A is consistent with the intent, verbiage & illustrations in the Comprehensive Plan, UDC and Figure B???

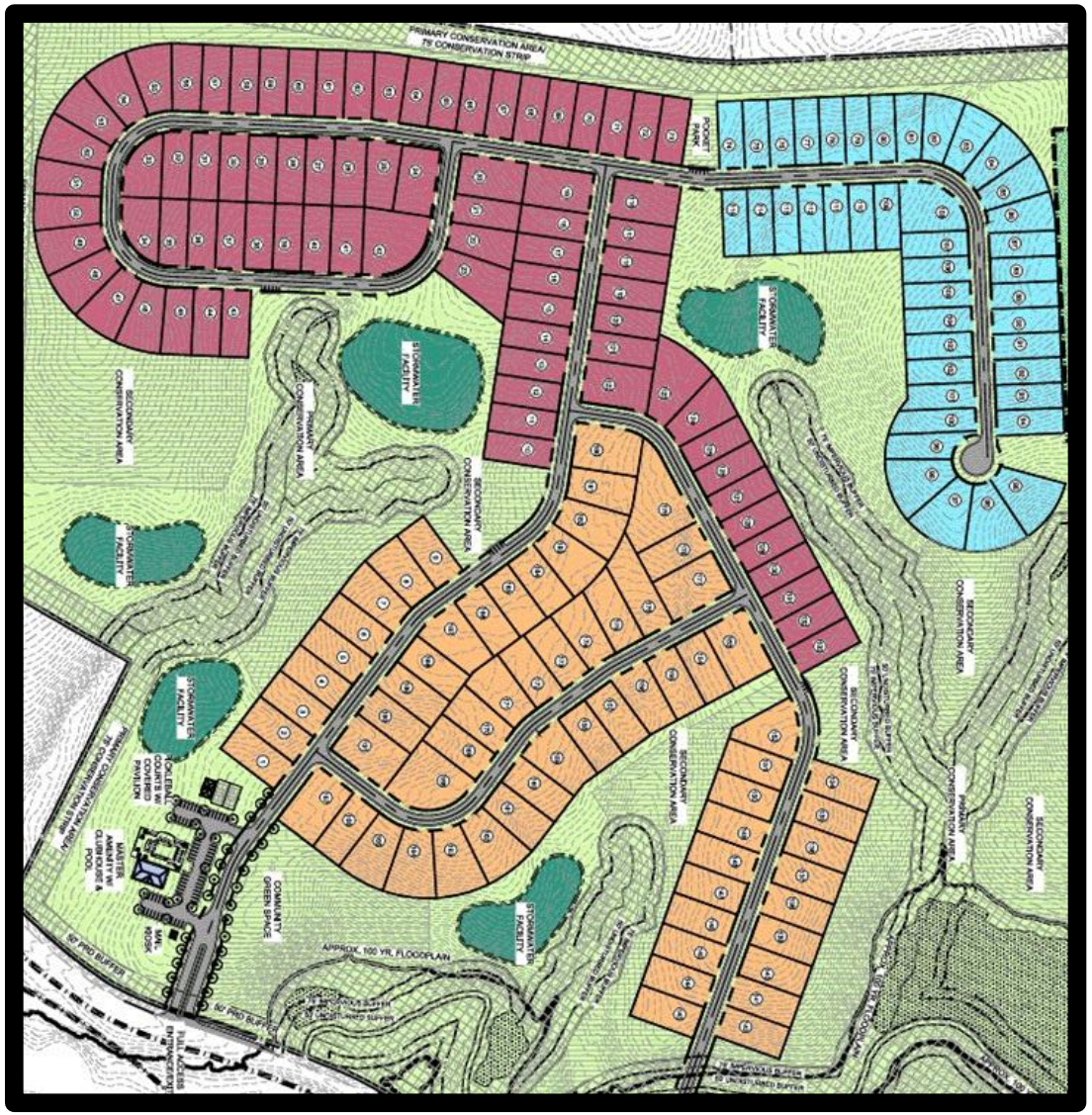
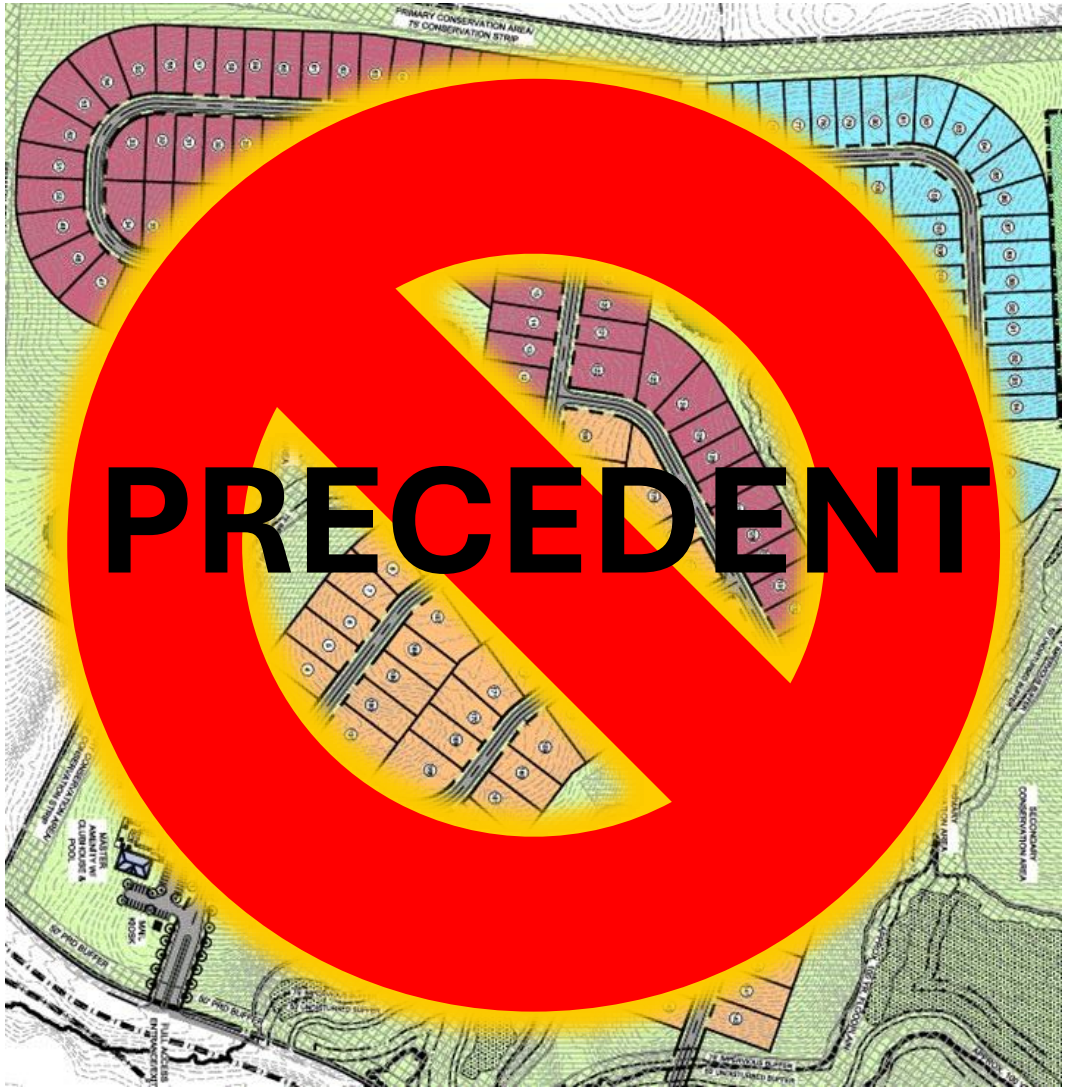



**Figure A**

**Figure B**

# Sets a bad spot zoning precedent for the community at Hall County at-large




## Design Examples

### Agricultural Residential 1 (AR-I)

In the updated UDC, AR-I is a new name for what is currently the AR-III district. The intent of the revised AR-I zoning district is to provide locations within the county to be developed and reserved for agricultural, residential, compatible commercial uses, and/or recreation. This example shows a commercial building fronting the main road that can serve both residents and neighboring areas, but most of the remaining land is devoted to houses on lots of at least one acre. Where land isn't developable, it is preserved as open space, and some areas feature trails for recreation that connect to the sidewalks along the streets, reinforcing walkability.

## Rural Neighborhood

### Overview

These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

### Appropriate Zoning Districts:

AR-1, R-1-L

*Gillsville Highway, Gillsville*

INTENT - “The **p**roposed **r**esidential development … should conform to the existing character and development pattern of the surrounding area.” (UDC)

## Murrayville/Sardis Future Land Use & Zoning Compatibility

| Future Land Use | AG-1 | AR-1 | V-C | R-1-L | R-1 | R-TF | R-X | R-MF | MHP | O-I | S-S | H-B | M-U | I-1 | I-2 | PCD | PID | POD | PRD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Greenspace - Recreation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Greenspace - Conservation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Rural Agriculture | X | X | | | | | | | | | | | | | | | | | |
| Rural Neighborhood | | X | | X | | | | | | | | | | | | | | | |
| Lakeside Residential | | | X | X | X | | | | | | | | | | | | | | |
| Business Nodes & Corridors | | | | | | | | | | X | X | X | X | X | | X | | | |
| Rural Scenic Nodes & Corridors | X | X | | | | | | | | X | X | | | X | | | | | |
| Regional Activity Nodes & Corridors | | | | | | | X | X | | X | X | X | X | | | X | | | X |

All recent (prior 10 years) development and existing home sites built along Yellow Creek Rd are all single-family homes generally on multiple acres. (includes the in-progress Hathaway 'horse farm' with home.) With one exception (Lee), all recent Yellow Creek Rd (and adjacent/fronting) are built on lots exceeding one acre. For example:

- Singleton, 6641 Yellow Creek Rd, 11.76 acres.
- Singleton, 6673 Yellow Creek Rd, 1.57 acres.
- Tate, 662 H Abercrombie/Yellow Creek driveway, 37.95 acres (house and outbuilding)
- Black, 6624 Yellow Creek, 4.2 acres (house and outbuildings)
- Hathaway, 6384 Yellow Creek, 54.37 acres (house and 'horse farm')
- McCrary, 6067 Walden Rd/Yellow Creek frontage, 4.74 acres
- Fauscett, 6645 Abercrombie, 3.24 acres
- Baker, 6657 Abercrombie, 3.24 acres
- Sykes, 6677 Abercrombie, 1.53 acres
- Warneke, 6689 Abercrombie, 1.63 acres
- Romero, 6701 Abercrombie, 2.21 acres
- Lee, 6035 Yellow Creek, .86 acres.

We‘ve provided you before with two videos, shot in 2019 and 2025, documenting the rural reality and rural character of Yellow Creek.  These videos were provided in prior actions in opposition to inappropriate zoning and development requests.  (the links are live in the pdf)

The rural reality of west Hall County, GA

https://www.youtube.com/watch?v=ik-RHugrAWM&t=18s

The 2019 journey down Yellow Creek starts at the 6:02 mark.

March 2025 - 6 years after the 2019 Murrayville/Yellow Creek Rd video.
Rural Hall County GA

https://www.youtube.com/watch?v=BobU_11v1tU

The 2025 journey down Yellow Creek starts at the 6:56 mark,
trip slowed by increased traffic.

Google/YouTube doesn’t work well with ad blockers, and works best in Chrome.

Although referenced in the staff reports, Conservation Subdivision is “Not permitted” for AR-III/AR-1 or Rural Neighborhood per the Permitted Use table in the UDC

“a. The individual lots of the proposed development are much smaller in comparison than surrounding property; however, the preservation of open space and lower density demonstrate principals (sic) of conservation subdivision design.” [page 5 staff report]

Sec. 7.2. - Allowed Use Table

7.2.1. Allowed Use Table

EXPAND

Key: P = Permitted Use SU = Special Use
CUP = Conditional Use Permit "—" = Not permitted

| | Rural | | Residential | | | | | | | Mixed-Use & Business | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Use Category<br>Specific Use | AG-1 | AR-1 | V-C | R-1-L | R-1 | R-TF | R-X | R-MF | MHP | O-I | S-S | H-B | M-U | I-1 | I-2 | Definition/ Standards |
| Other | | | | | | | | | | | | | | | | |
| Conservation Subdivision | — | — | SU | — | SU | — | — | — | — | — | — | — | — | — | — | Sec. 4.8 |

# Neither is PRD for that matter

**Murrayville/Sardis Future Land Use & Zoning Compatibility**

| Future Land Use | AG-1 | AR-1 | V-C | R-1-L | R-1 | R-TF | R-X | R-MF | MHP | O-1 | S-S | H-B | M-U | I-1 | I-2 | PCD | PID | POD | PRD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Greenspace - Recreation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Greenspace - Conservation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Rural Agriculture | X | X | | | | | | | | | | | | | | | | | |
| Rural Neighborhood | | X | | X | | | | | | | | | | | | | | | |
| Lakeside Residential | | | X | X | X | | | | | | | | | | | | | | |
| Business Nodes & Corridors | | | | | | | | | | X | X | X | X | X | | X | | | |
| Rural Scenic Nodes & Corridors | X | X | | | | | | | | X | X | | | X | | | | | |
| Regional Activity Nodes & Corridors | | | | | | | X | X | | X | X | X | X | | | X | | | X |

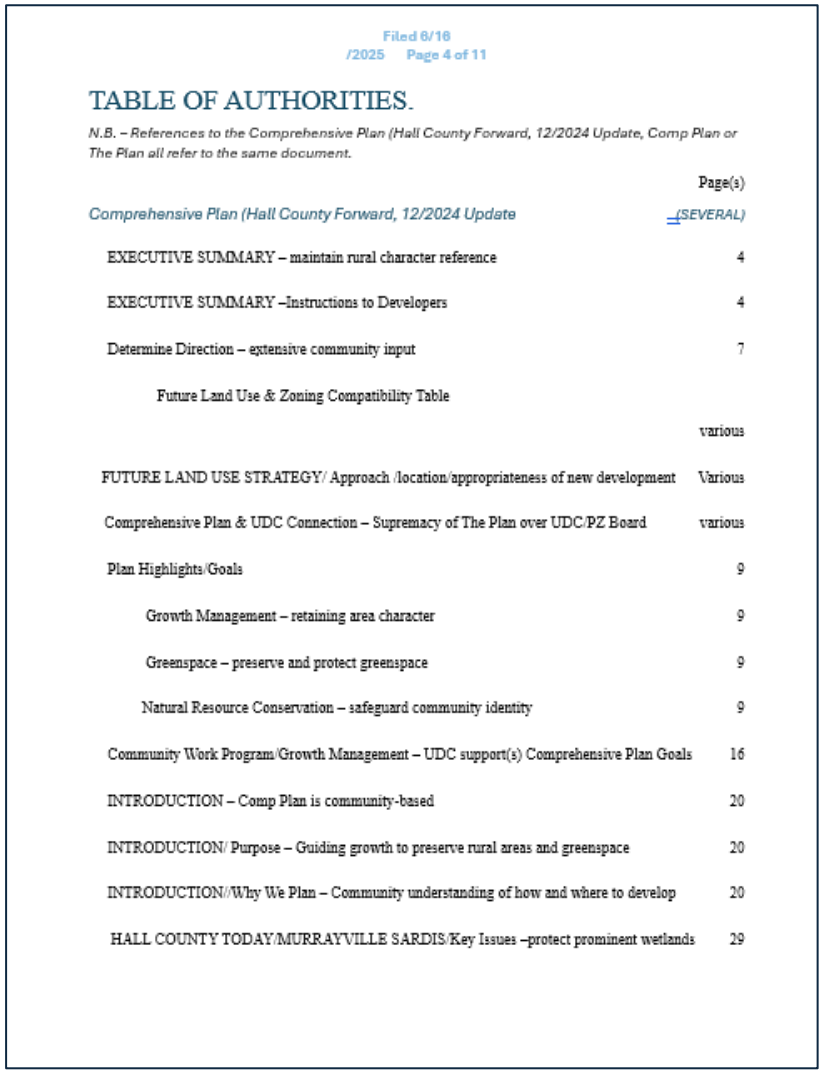
As a  professional courtesy, please recognize

Dr. Courtney St. John-Wacker
7719 Elm Cir, Murrayville, GA  30564

as the next speaker.

We're providing a four-page *draft* Table of Authorities (citations from the Comprehensive Plan, UDC, EPA and others) in support of our arguments for a denial of this request.

Versus 'we need this rezoning because it supports our economics and business model.'



Filed 6/16 /2025 Page 4 of 11

## TABLE OF AUTHORITIES.

*N.B. – References to the Comprehensive Plan (Hall County Forward, 12/2024 Update, Comp Plan or The Plan all refer to the same document.*


| | Page(s) |
|---|---|
| *Comprehensive Plan (Hall County Forward, 12/2024 Update* | *(SEVERAL)* |
| EXECUTIVE SUMMARY – maintain rural character reference | 4 |
| EXECUTIVE SUMMARY –Instructions to Developers | 4 |
| Determine Direction – extensive community input | 7 |
| Future Land Use & Zoning Compatibility Table | various |
| FUTURE LAND USE STRATEGY/ Approach /location/appropriateness of new development | Various |
| Comprehensive Plan & UDC Connection – Supremacy of The Plan over UDC/PZ Board | various |
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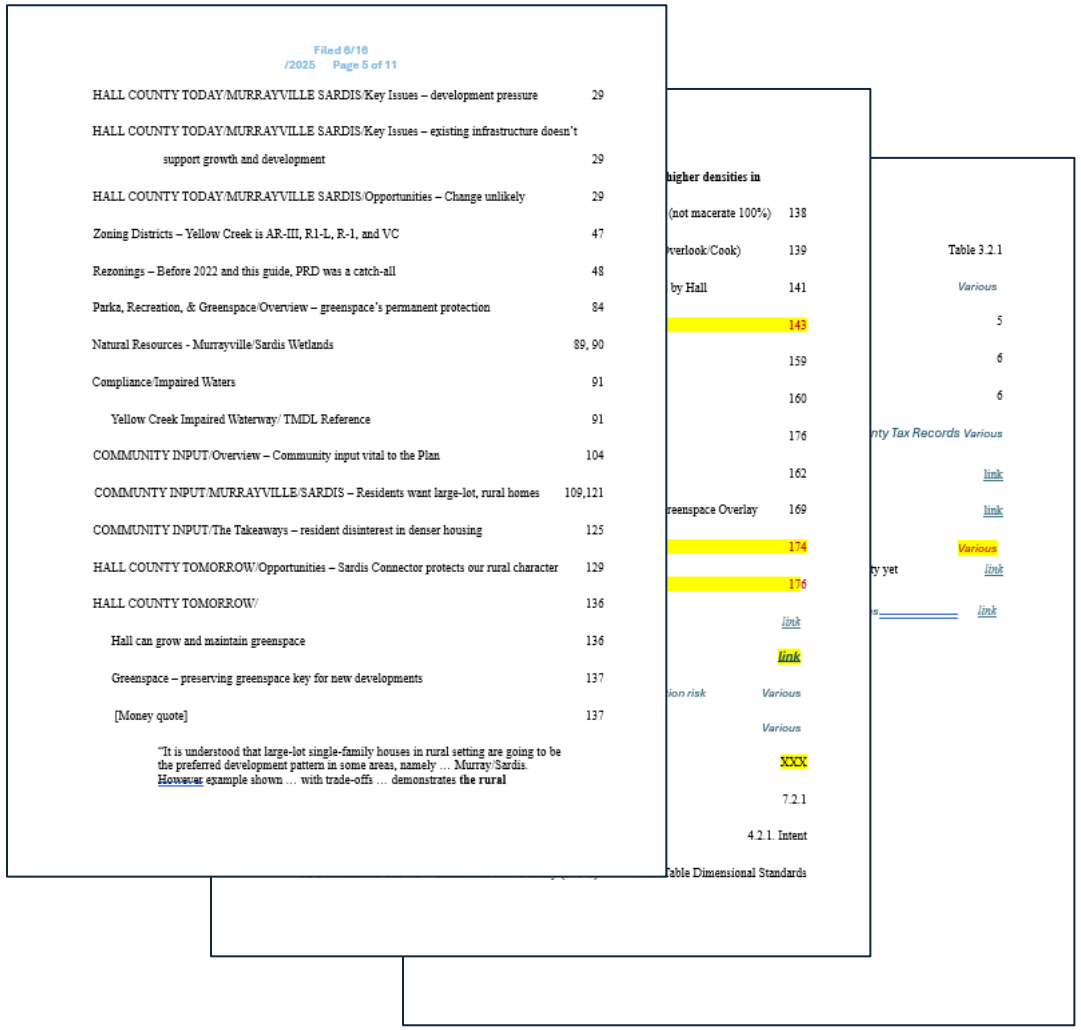
| INTRODUCTION//Why We Plan – Community understanding of how and where to develop | 20 |
| HALL COUNTY TODAY/MURRAYVILLE SARDIS/Key Issues –protect prominent wetlands | 29 |

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| | |
|---|---|
| HALL COUNTY TODAY/MURRAYVILLE SARDIS/Key Issues – development pressure | 29 |
| HALL COUNTY TODAY/MURRAYVILLE SARDIS/Key Issues – existing infrastructure doesn't support growth and development | 29 |
| HALL COUNTY TODAY/MURRAYVILLE SARDIS/Opportunities – Change unlikely | 29 |
| Zoning Districts – Yellow Creek is AR-III, R1-L, R-1, and VC | 47 |
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| Parks, Recreation, & Greenspace/Overview – greenspace's permanent protection | 84 |
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| COMMUNITY INPUT/MURRAYVILLE/SARDIS – Residents want large-lot, rural homes | 109,121 |
| COMMUNITY INPUT/The Takeaways – resident disinterest in denser housing | 125 |
| HALL COUNTY TOMORROW/Opportunities – Sardis Connector protects our rural character | 129 |
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| Greenspace – preserving greenspace key for new developments | 137 |
| [Money quote] | 137 |


"It is understood that large-lot single-family houses in rural setting are going to be the preferred development pattern in some areas, namely … Murray/Sardis. However example shown … with trade-offs … demonstrates **the rural**

higher densities in

(not macerate 100%) 138

verlook/Cook) 139

by Hall 141

143

159

160

176

162

reenspace Overlay 169

174

176

link

link

ion risk Various

Various

XXX

7.2.1

4.2.1. Intent

Table Dimensional Standards

Table 3.2.1

Various

5

6

6

nty Tax Records Various

link

link

Various

ty yet link

link

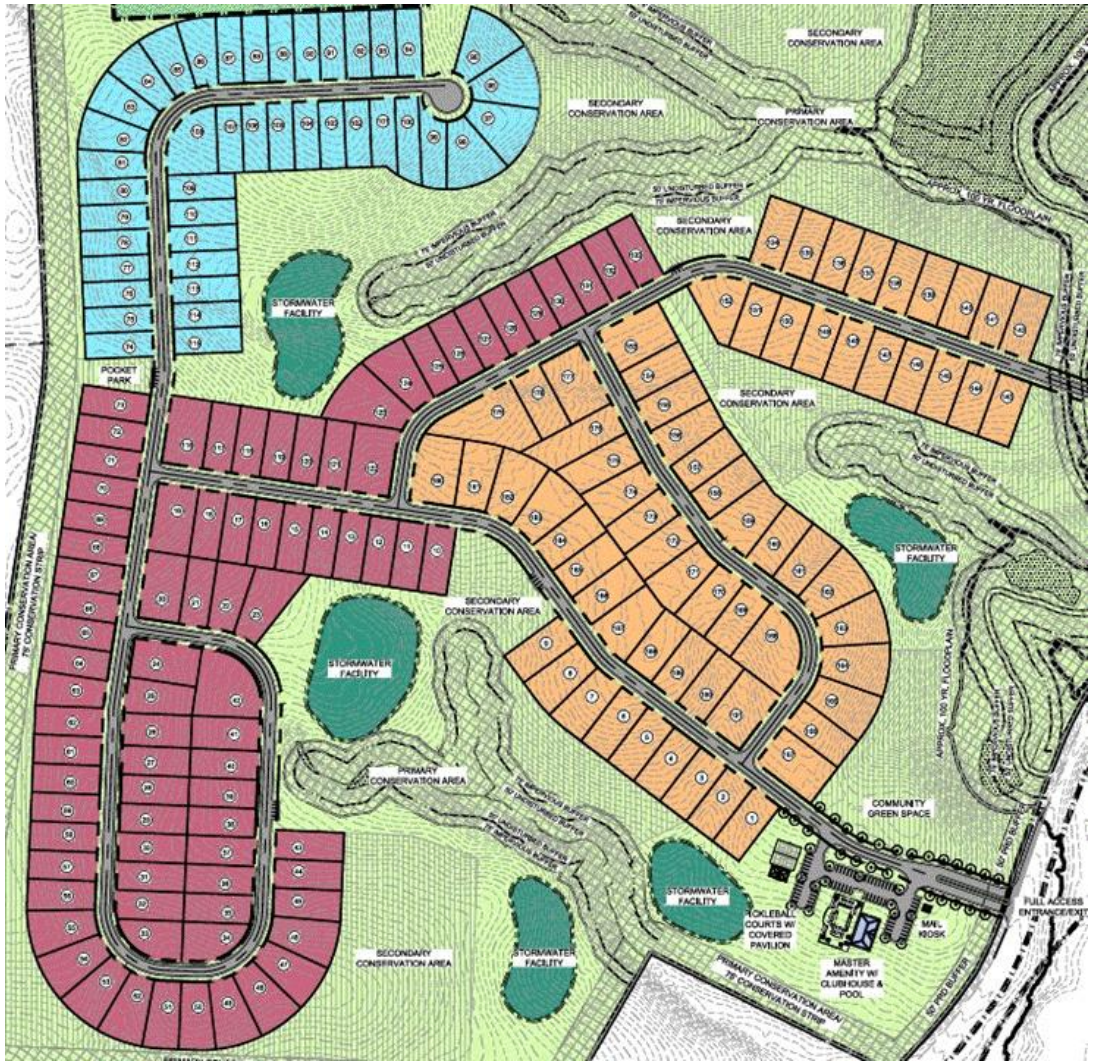
The Cook development plan should be built in an area that supports it and is in fact consistent with the Comprehensive Plan – such as proximal to the identified development corridors, **NOT** an area slated to remain rural in character and reality.

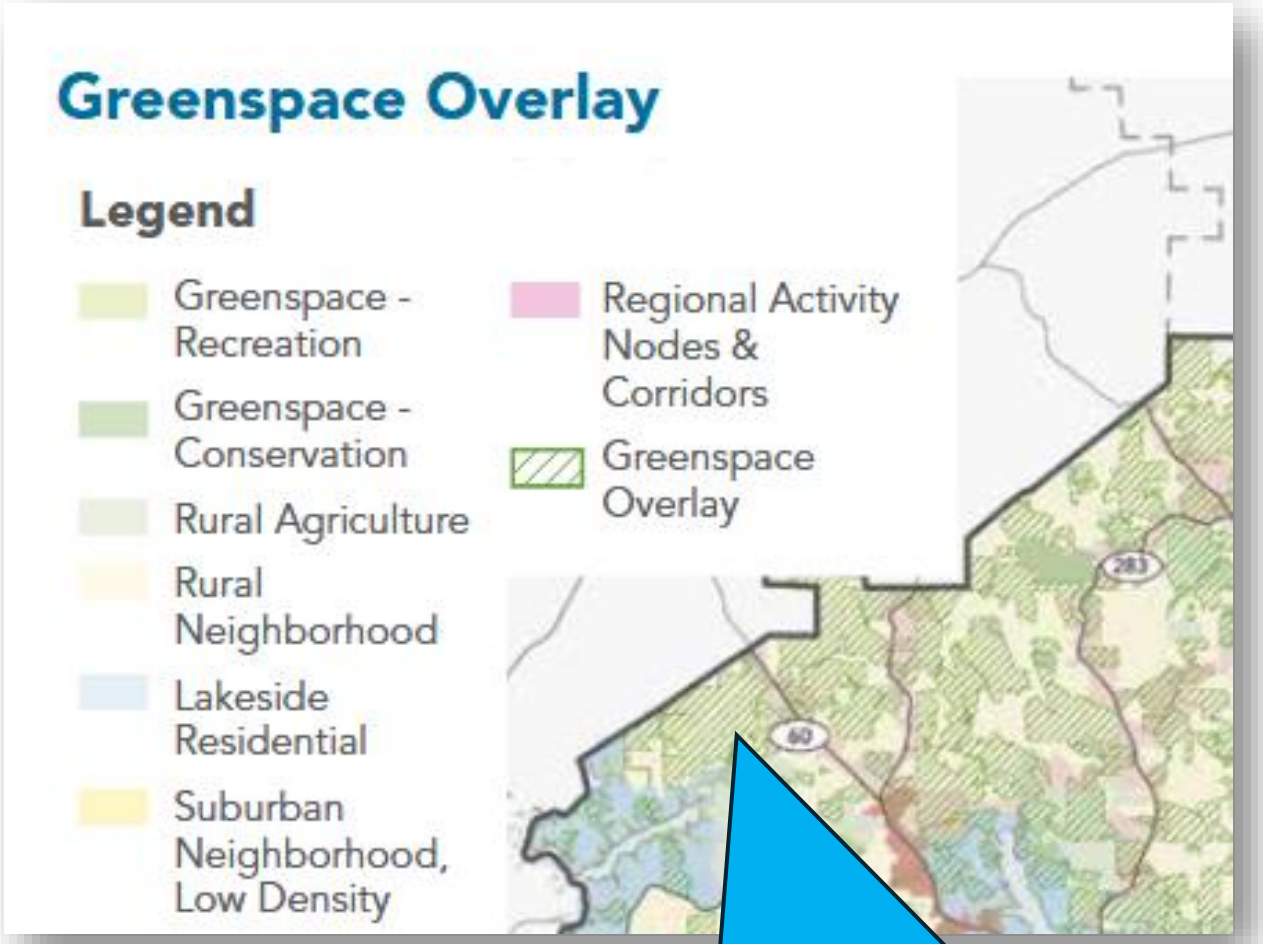
GREENSPACE

"It is understood that large-lot single-family houses in rural setting are going to be the preferred development pattern in some areas, namely … Murrayville/Sardis. However [examples shown]… with trade-offs … demonstrate[s] **rural development can't happen in some areas without building higher densities in other areas to support it**. [emphasis Hall] {highlights YCCC}

P 137 Comprehensive Plan

In a community slated to be Rural Neighborhood with a Greenspace Overlay we believe we have demonstrated this rezoning request and PRD plan are in fact inconsistent with the Comprehensive Plan, completely inappropriate and totally out of character with the existing and future Yellow Creek community. **Please deny this re-zoning.**



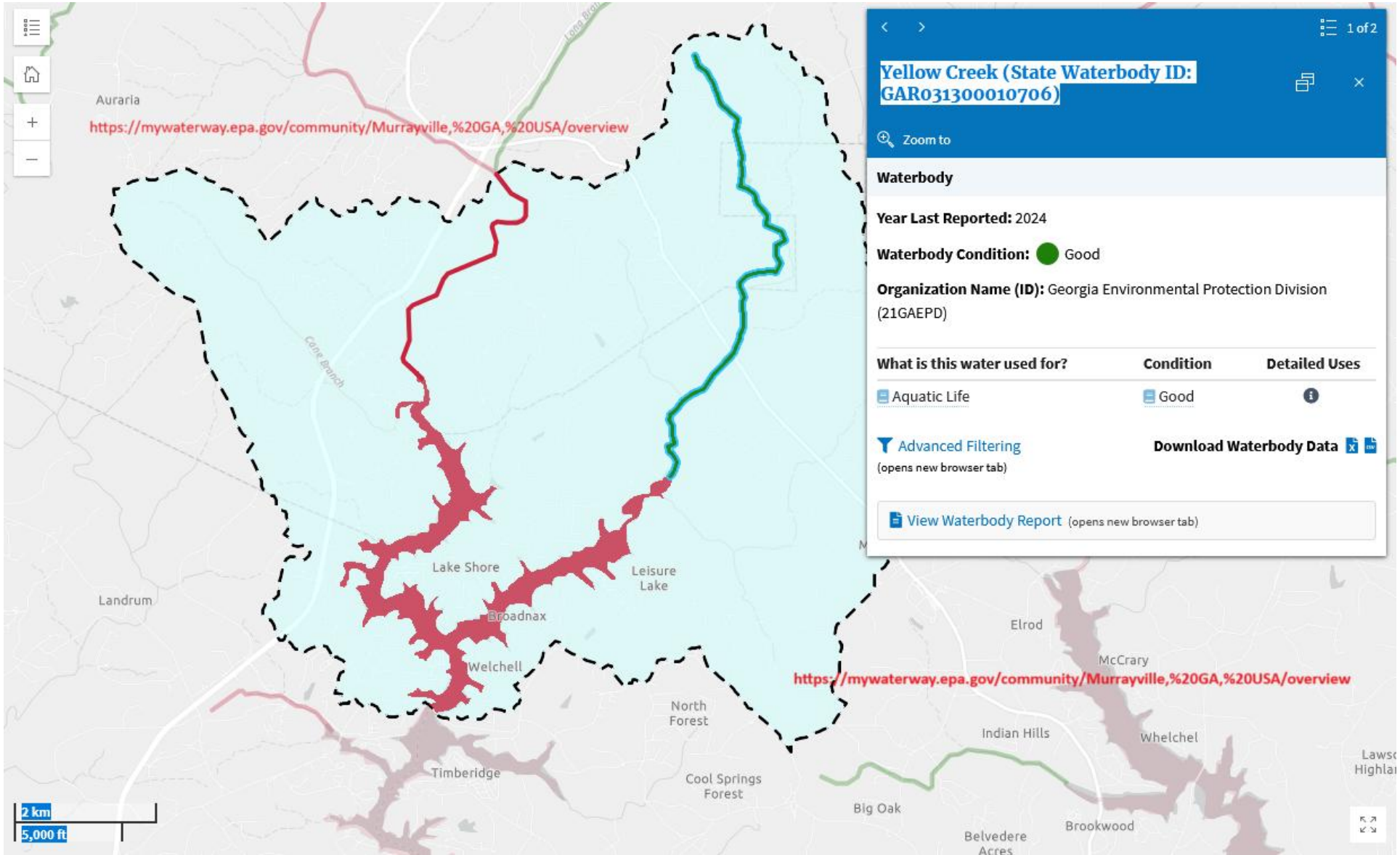

Wetlands [Comp Plan]
Yellow Creek itself is the last, clean, unimpaired headwaters [EPA]

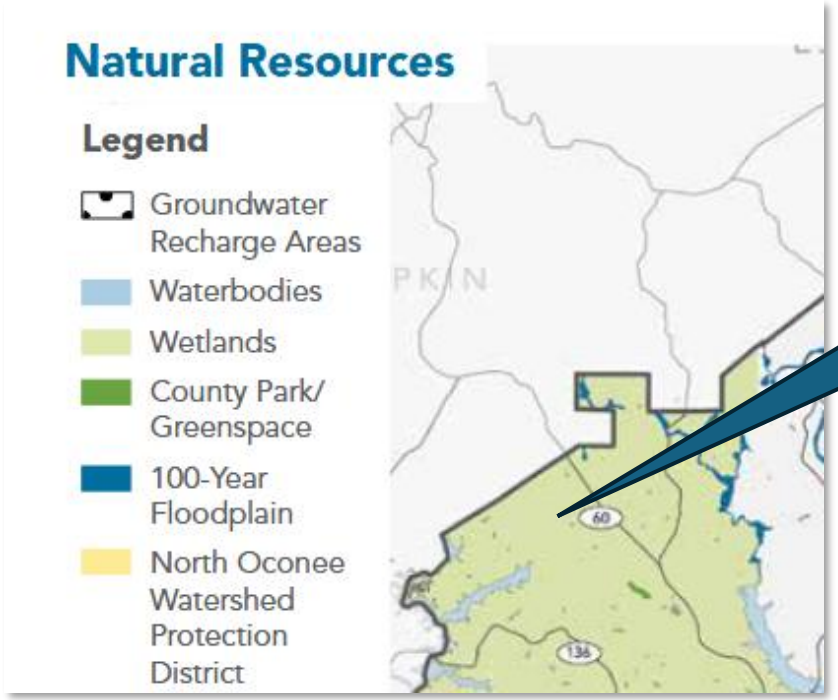
As a  professional courtesy, please recognize

Chuck Andrews

as the next speaker.

As mentioned before, Yellow Creek is the last clean, unimpaired headwater of Lake Lanier in the Chestatee region. Per the EPA






The region at issue is officially a Wetlands Comp Plan, p89, 90

| | | | |
|---|---|---|---|
| Wetlands | Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. | County-wide, as delineated by the U.S. Fish and Wildlife Service National Wetlands Inventory; especially prominent in the Murrayville/Sardis Area. | Wetlands Protection Ordinance: Yes.<br><br>Typical provisions:<br>• Uses associated with contaminants are prohibited.<br>• Local development permit is required for regulated activity. |

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: COOK COMMUNITIES
REQUEST: REZONE FROM AR-1 TO PRD FOR A 253-LOT RESIDENTIAL DEVELOPMENT
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: June 16, 2025
Time: 5:15 P.M.
&
Date: AUG 14, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Jul 25, 2025 09:57:40
6308 Yellow Creek Road
Murrayville
Hall County
Georgia

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

HALL COUNTY
GEORGIA
*We have it all in Hall*

## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAR 28, 2025 AND NO LATER THAN APR 6, 2025.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN APR 6, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

---

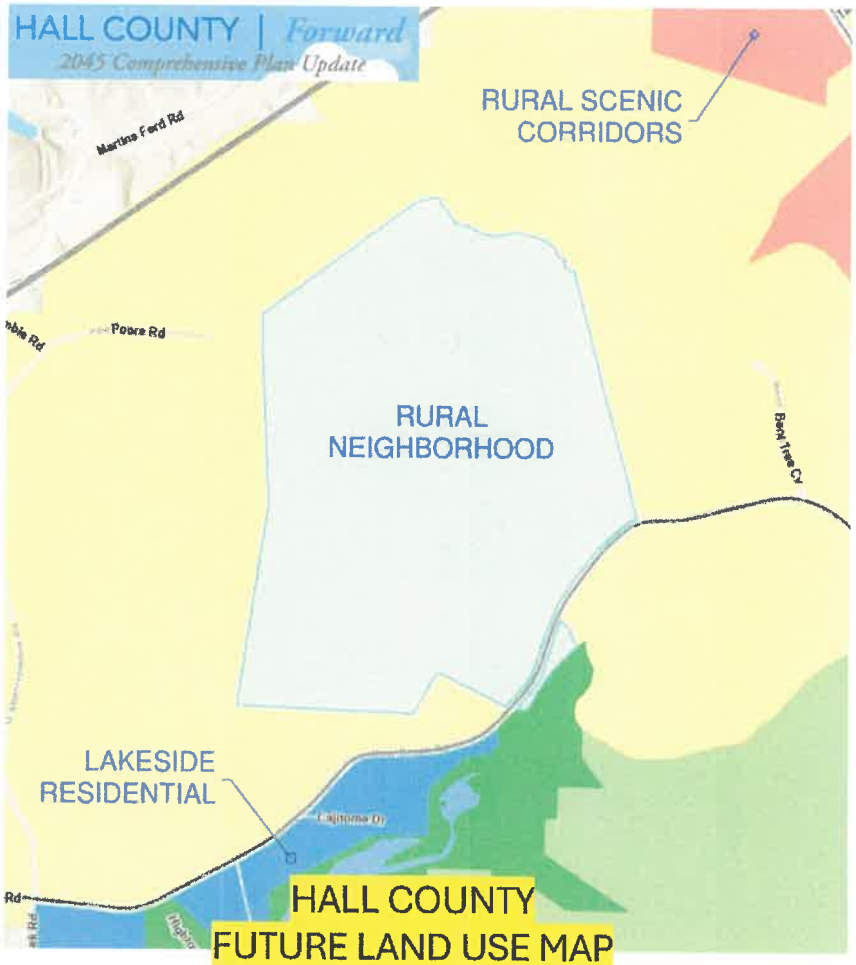
## AFFIDAVIT

**By my signature, I,** Keith Cook **, hereby acknowledge that I have**
Please Print Name

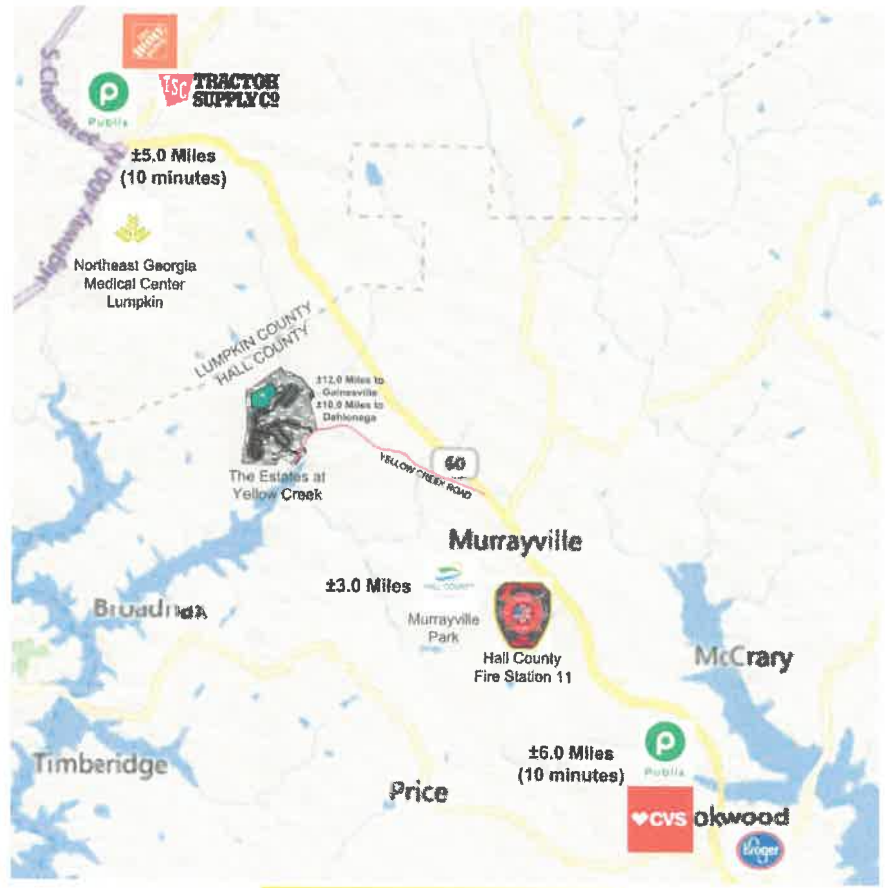
**read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 4/3/2025 **for** Cook Communities.
Date (Name application filed as)

**Signature** _____

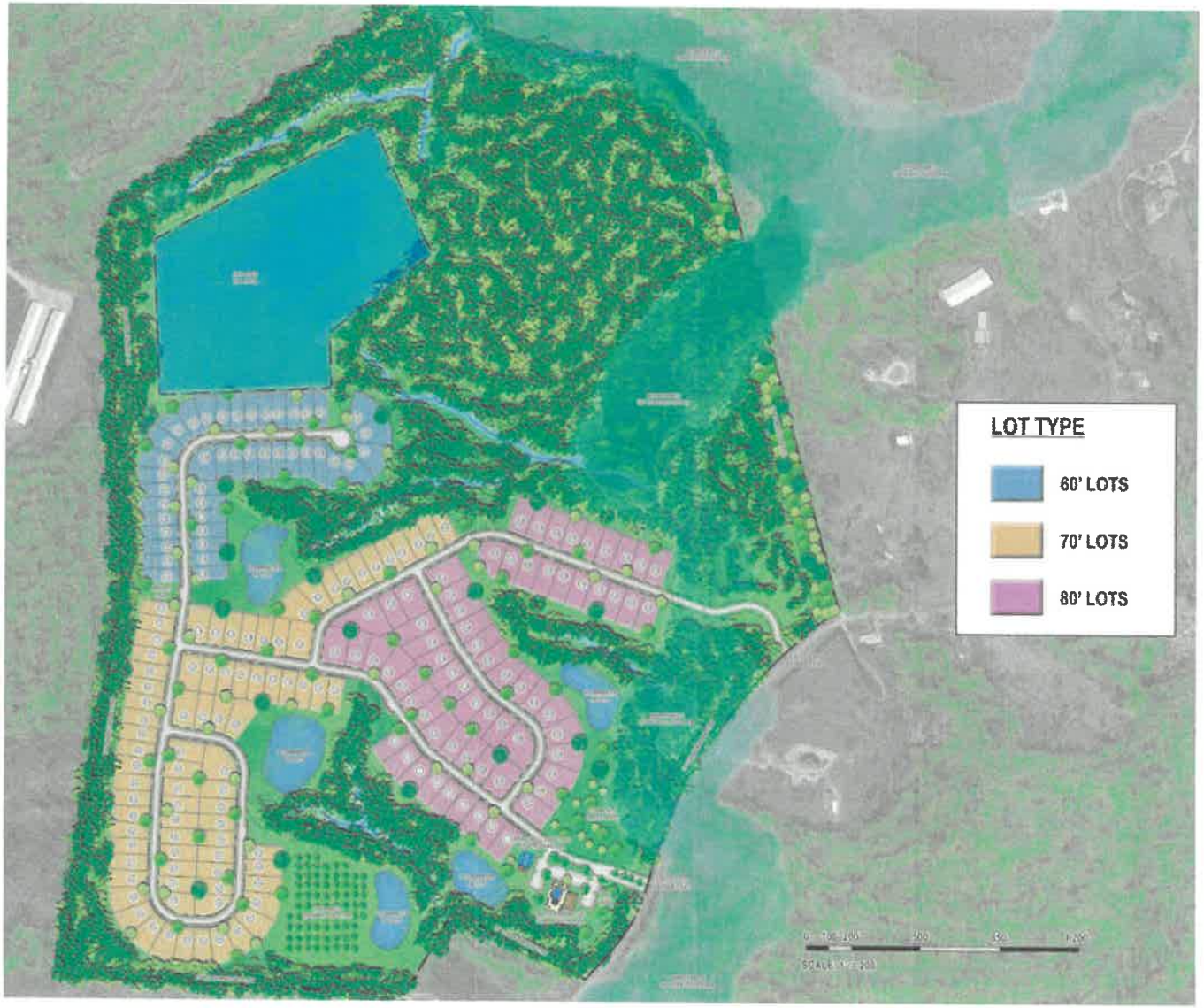
(The original document is required)




HALL COUNTY
FUTURE LAND USE MAP

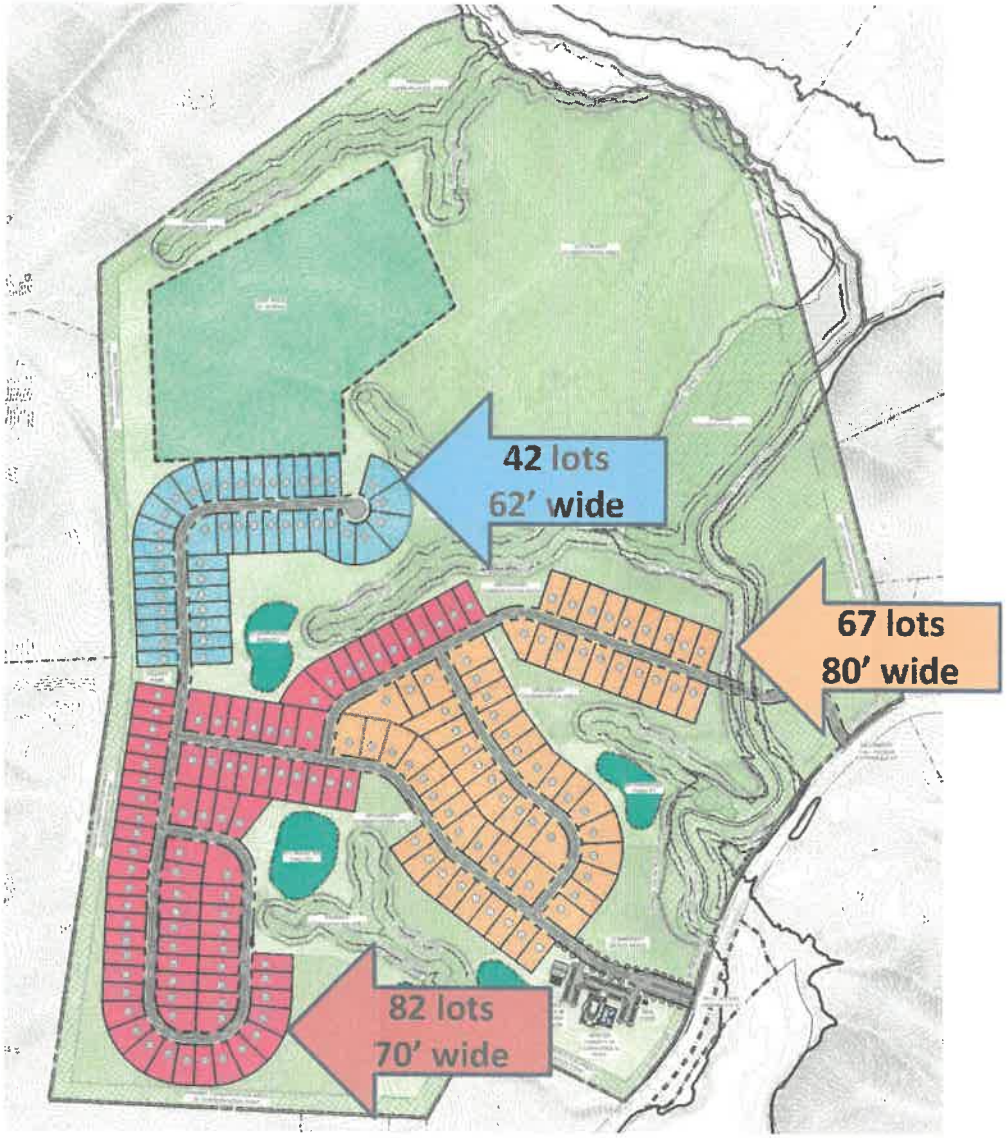



SURROUNDING AREA




# The Estates
## AT YELLOW CREEK

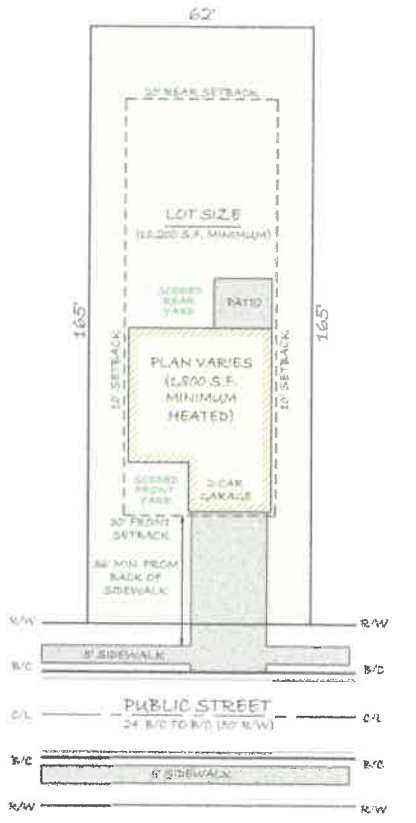
| | |
|---|---|
| **SITE DATA** | |
| SITE AREA | ±253.58 ACRES |
| 100 YEAR FLOODPLAIN AREA | ±17.86 ACRES |
| **ZONING** | |
| EXISTING ZONING | AR-1 |
| PROPOSED ZONING | PRD (PLANNED RESIDENTIAL DEVELOPMENT) |
| ZONING JURISDICTION | HALL COUNTY, GEORGIA |
| **SETBACK REQUIREMENTS** | |
| FRONT SETBACK | 25 FEET |
| SIDE SETBACK | 5 FEET |
| REAR SETBACK | 20 FEET |
| REQUIRED BUFFERS | 50 FEET |
| **DEVELOPMENT STANDARDS** | |
| MIN. LOT AREA | 6,000 SF |
| MIN. LOT WIDTH | 50 FEET |
| MAX. BUILDING HEIGHT | 50 FEET |
| MAX. LOT COVERAGE | 45% |
| 62' X 165' DETACHED SINGLE FAMILY LOTS PROVIDED (10,230 SF TYP.) | 42 LOTS |
| 70' X 165' DETACHED SINGLE FAMILY LOTS PROVIDED (11,550 SF TYP.) | 82 LOTS |
| 80' X 165' DETACHED SINGLE FAMILY LOTS PROVIDED (13,200 SF TYP.) | 67 LOTS |
| TOTAL RESIDENTIAL LOTS PROVIDED | 191 LOTS |
| TOTAL SITE DENSITY PROVIDED | 0.75 DUA |
| MAX. SITE DENSITY ALLOWED | 506 LOTS / 2.0 DUA |
| **OPEN SPACE CALCULATIONS** | |
| OPEN SPACE REQUIRED | 76.07 ACRES (30% OF GROSS LOT AREA) |
| OPEN SPACE PROVIDED | 132.98 ACRES (52.4% OF GROSS LOT AREA) |
| PRIMARY CONSERVATION AREA PROVIDED | 69.4 ACRES (52.2% OF TOTAL OPEN SPACE) |
| SECONDARY CONSERVATION AREA PROVIDED | 63.58 ACRES (47.8% OF TOTAL OPEN SPACE) |
| **PARKING REQUIREMENTS** | |
| TOTAL PARKING REQUIRED | 382 SPACES (2 SPACES/ DWELLING UNIT) |
| RESIDENTIAL PARKING PROVIDED | 764 SPACES (2 GARAGE + 2 DRIVEWAY SP.) |




The Estates
AT YELLOW CREEK

| | |
|---|---|
| **Total Site Area:** | **253.58 Acres** |
| **Proposed # of Lots:** | **191** |
| **Proposed Density:** | **0.75 Lot/Acre** |
| **Proposed Openspace:** | **132 Acres (52%)** |
| **# of Entrances:** | **2** |
| **Front Setback:** | **30' from ROW** |
| **Side Setback:** | **10'** |
| **Rear Setback:** | **20'** |
| **3 Proposed Lot Sizes:** | **62' Lot Width (42)** |
| **(See Typical Lot)** | **70' Lot Width (82)** |
| | **80' Lot Width (67)** |
| **Proposed Buffer:** | **50' to 100' (Varies)** |

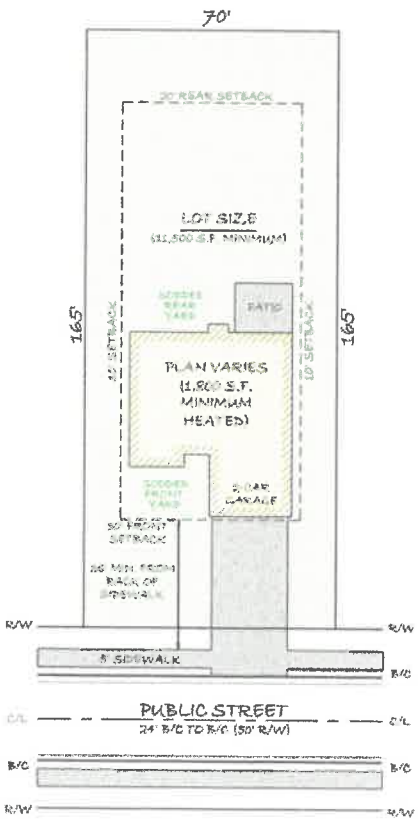
## TYPICAL LOT LAYOUT




### SINGLE-FAMILY DETACHED

MINIMUM 62' WIDE LOT

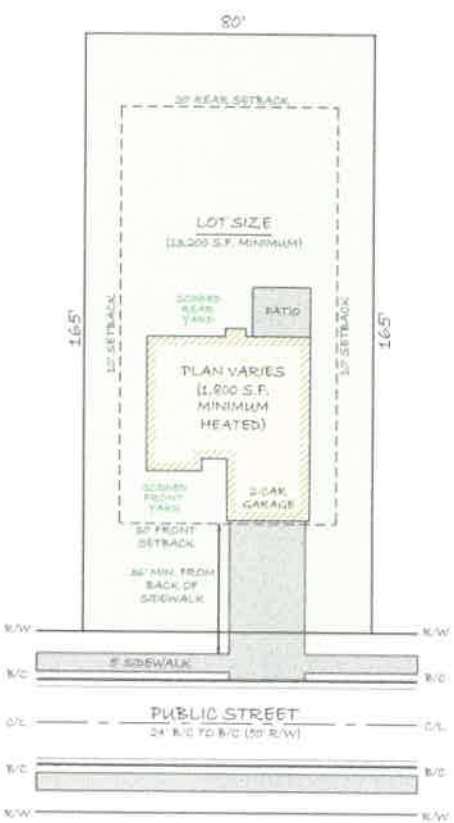
## TYPICAL LOT LAYOUT




### SINGLE-FAMILY DETACHED

MINIMUM 70' WIDE LOT

## TYPICAL LOT LAYOUT




### SINGLE-FAMILY DETACHED

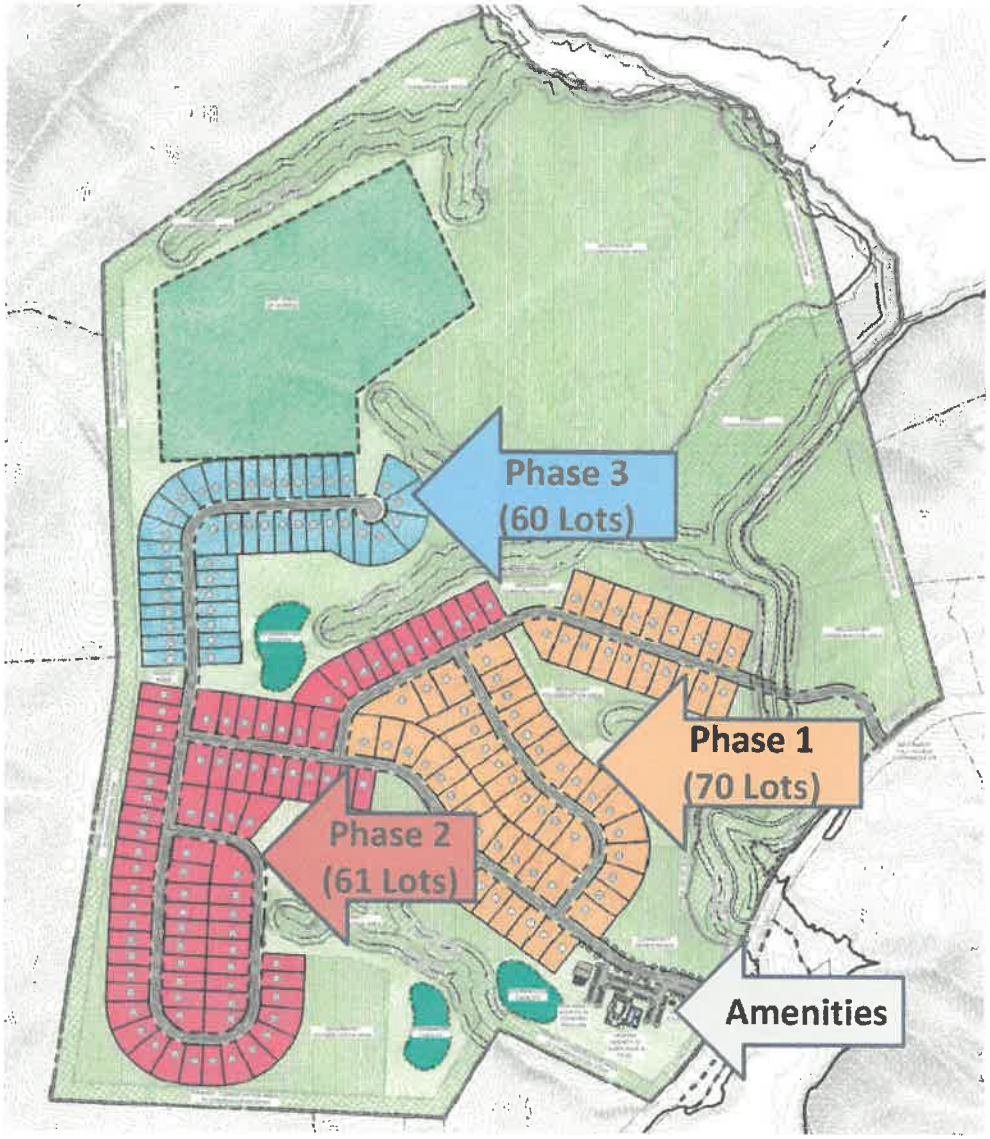
MINIMUM 80' WIDE LOT

OPEN SPACE
76.07 ACRES REQUIRED
(30% OF GROSS LOT AREA)
132.98 ACRES PROVIDED
(52.4% OF GROSS LOT AREA)

# Amenities to Include:

Pool, Clubhouse/Pavilion, Playground, Pickleball Courts, Pocket Parks and Walking Trails

The Estates
AT YELLOW CREEK




The Estates
AT YELLOW CREEK

## Anticipated Phasing

**Phase 1 (Estimated 70 Lots)**
Estimated 10-12-month to develop
Estimated 18–24-month for home construction

Amenities to be Constructed after development of Phase 1 during home construction.

**Phase 2 (Estimated 61 Lots)**
Estimated 10-12-month to develop
Estimated 18–24-month for home construction

**Phase 3 (Estimated 60 Lots)**
Estimated 10-12-month to develop
Estimated 18–24-month for home construction

**Requesting 3 Model Home Permits for Project**

## Architectural Design

- Modern Farmhouse Design
- Board and Batten and hardi siding with accent stone/brick on various homes and Architectural Shingles
- 60' lots range in SF from 1800-2400 & $475k-$575k
- 70' lots range in SF from 2000-3000 & $525k- $650k
- 80' lots range in SF from 2400-3800 & $600k- $750k

## Landscaping

- Professionally landscaped sodded yards
- Trees throughout subdivision and yards
- Masonry entrance sign with seasonal flowering beds
- Seasonal flowering beds throughout amenity area
- 50 to 100-foot transitional buffer planted or existing

## Homeowners Association

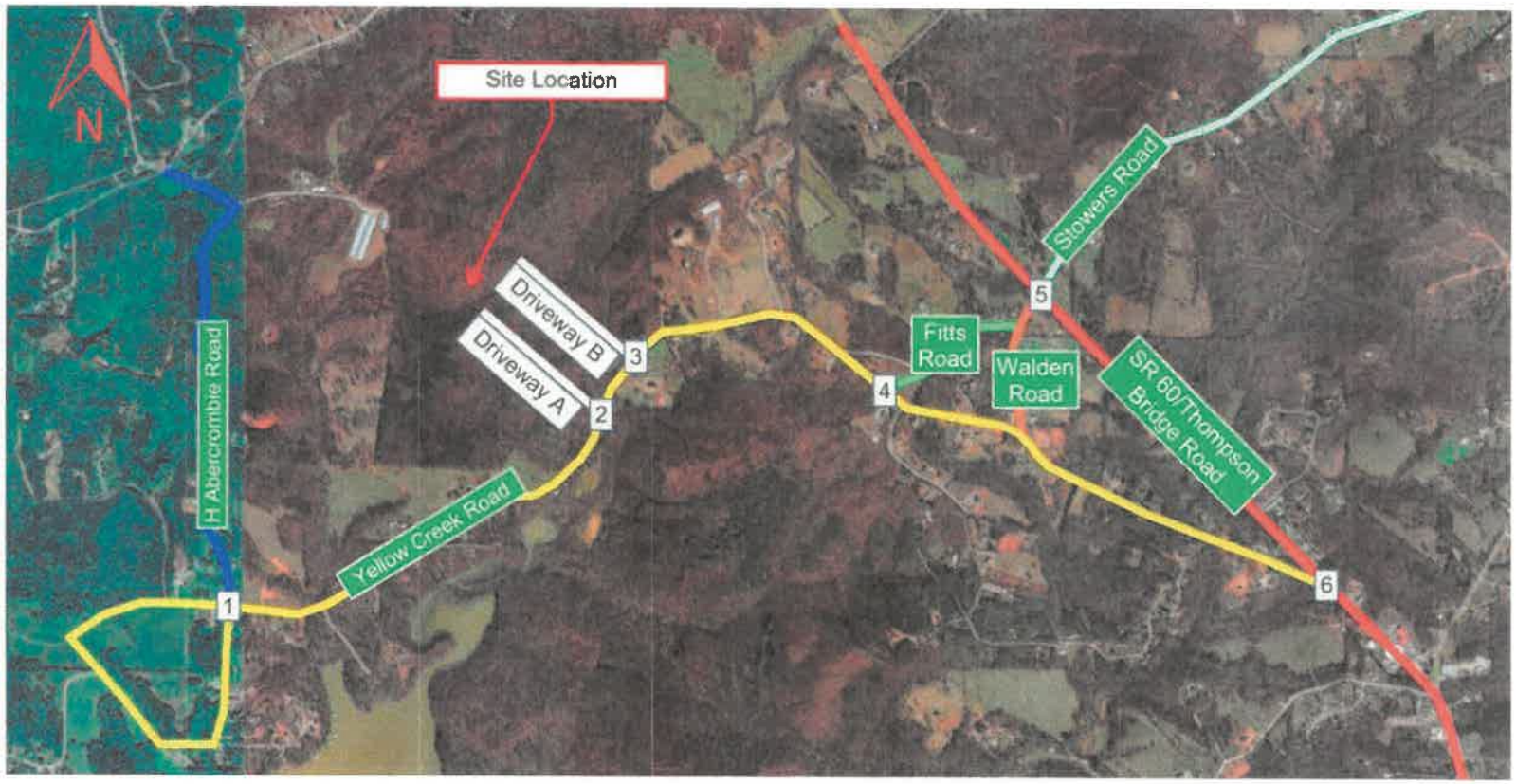
- Professional managed
- Quarterly assessed fees
- Neighborhood Watch implemented
- Covenants strictly enforced
- No Short-Term Rentals Allowed

## Utilities

- Water by City of Gainesville
- Electric provided by Jackson EMC
- Internet/cable provided by AT&T and Spectrum
- Sewer by onsite drip system

The Estates
AT YELLOW CREEK

# Traffic Impact Study Completed March 13th, 2025 (Intersections Analyzed Below)



# Traffic Impact Study Executive Summary

Note: GDOT is currently in the design stages of widening SR 60 From Price Road to just past Yellow Creek Road. Concept Plan at the SR 60/Yellow Creek Road Intersection on the next slide.

The site will be accessed by two new driveways along Yellow Creek Road. Driveway A will be the western access and is expected to serve 70% of the units. Driveway B will be the eastern access and will serve the remaining 30% of the units.

The existing study intersections are operating at overall acceptable levels of service under existing conditions and continue to operate acceptably in the future no-build condition. In the build condition, with future year traffic volumes and added traffic from the Yellow Creek Road development, the study intersections and their approaches are expected to continue to operate at the same levels of service as they do in the no-build condition with the addition of the development traffic. The site driveways are expected to operate at an acceptable level of service, LOS A and LOS B, during peak periods with minor street stop control.

The existing intersection of SR 60/Thompson Bridge Road at Yellow Creek Road is expected to service most of the trips generated by the development. The added trips will not have an impact on the intersection's level of service.

Yellow Creek Road at Driveway A

- Driveway A should be minor street stop controlled.
- Driveway A should have two lanes, one entry and one exit lane.
- Provide a southbound right turn lane on Yellow Creek Road, per GDOT minimum design standards.

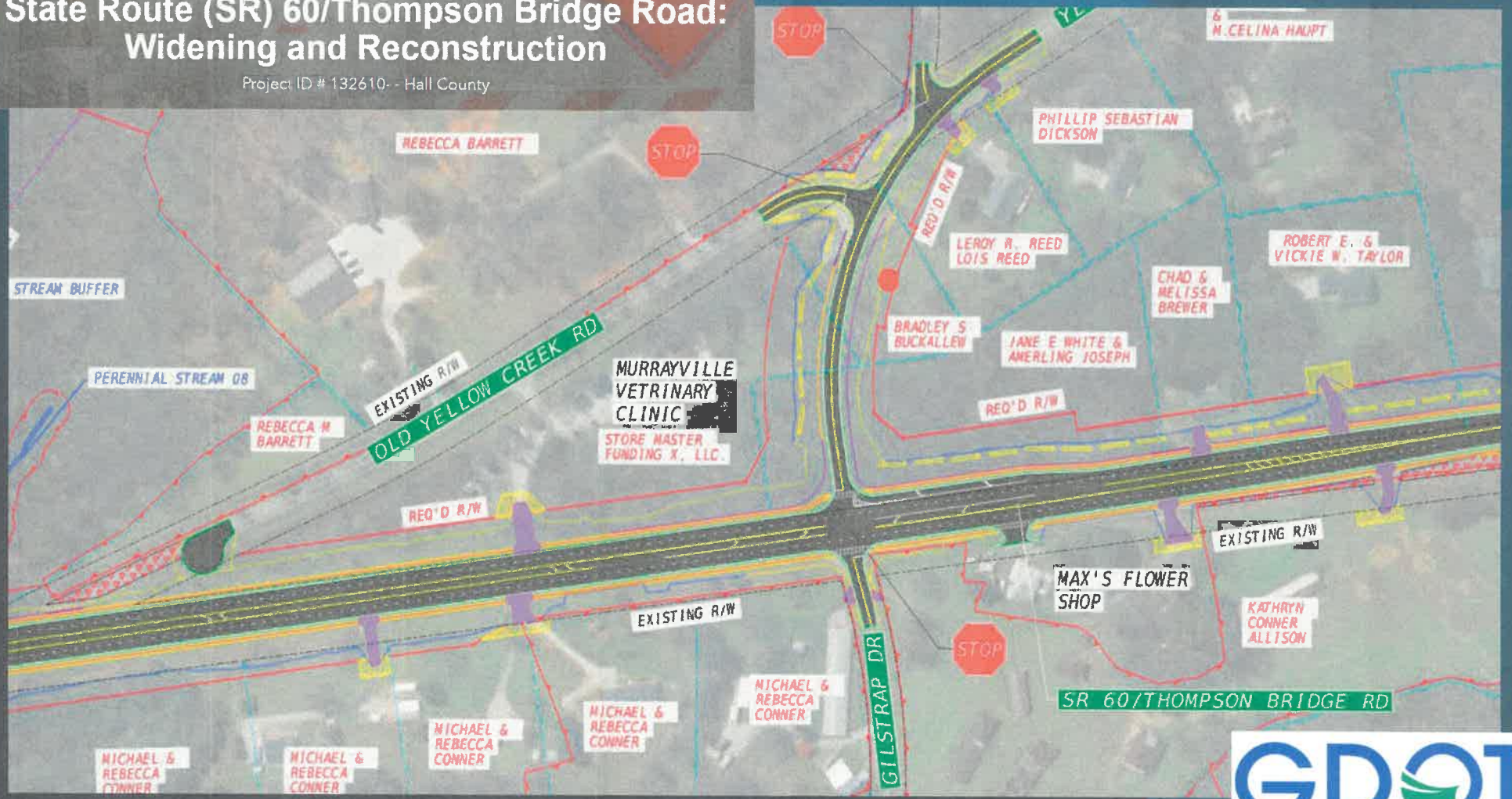
Yellow Creek Road at Driveway B

- Driveway B should be minor street stop controlled.
- Driveway B should have two lanes, one entry and one exit lane.
- Provide a southbound right turn lane on Yellow Creek Road, per GDOT minimum design standards.

No roadway improvements are recommended for this development.

# State Route (SR) 60/Thompson Bridge Road: Widening and Reconstruction

Project ID # 132610- - Hall County

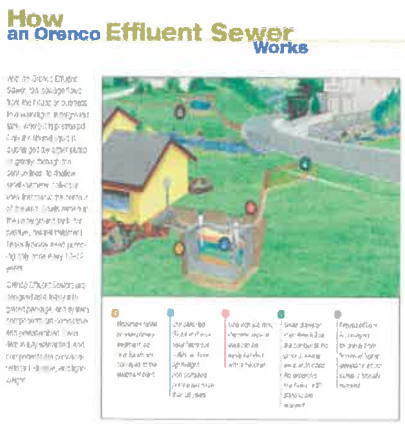



GDOT

Georgia Department of Transportation

Orenco EffluentSewers

# How the onsite sewer system works



1. Septic tank on lot. Solids stay in tank. Affluent is pumped from tank to street

2. Affluent is then sent by force main to a holding tank

3. Holding tank is below ground then pump house sends affluent to drip lines

4. Drip lines are below ground like septic lines at a home. These fields can be used as open space, ball fields, etc.

The Estates
AT YELLOW CREEK

Other subdivisions using this system in Hall County
Marina Bay, The Cottages of Lake Lanier, Chestatee North & Spouts Springs Treatment Planted began with this system..

## School Burden National Averages

Numbers show 47.8 students are generated per every 100 single family detached units

Estimated students added by The Estates at Yellow Creek
191 single family detached units = 92 students added

In addition, Cook Communities has checked with Lanier Elementary, Chestatee Middle School, and Chestatee High School and none of the schools are currently at capacity.

**Figure 1: Average Number of Children per 100 Housing Units (Includes Vacant Housing)**

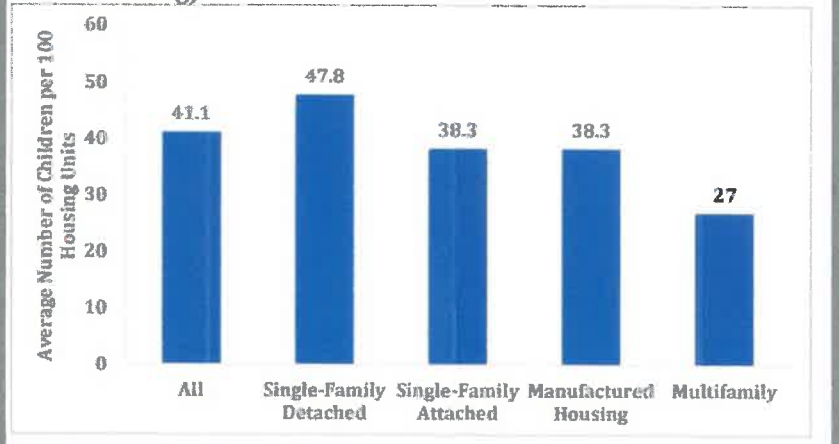



**Table 1.**
**Average Number of School Age Children per 100 Housing Units By Structure Type**

| | Type of Structure | | | |
|---|---|---|---|---|
| | All | Single-Family Detached | Single-Family Attached | Manufactured Housing |
| All Housing Units | 41.1 | 47.8 | 38.3 | 38.3 |
| All Occupied Units | 46.9 | 53.5 | 42.7 | 48.6 |
| Recent Movers | 42.9 | 62.4 | 44.9 | 53.4 |
| Into New Construction | 47.1 | 61.5 | 30.2 | 59.8 |
| Into Existing Units | 42.8 | 62.4 | 45.2 | 53.2 |
| Non-Movers | 47.5 | 52.7 | 42.3 | 48.0 |
| Owner Occupied Units | 45.6 | 48.7 | 29.8 | 43.0 |
| Recent Movers | 46.4 | 52.1 | 24.7 | 44.3 |
| Into New Construction | 56.0 | 60.8 | 24.4 | 54.3 |
| Into Existing Units | 45.9 | 51.6 | 24.7 | 43.9 |
| Non-Movers | 45.6 | 48.5 | 30.2 | 42.9 |
| Renter Occupied Units | 49.6 | 82.1 | 64.2 | 66.0 |
| Recent Movers | 41.7 | 76.2 | 54.7 | 59.7 |
| Into New Construction | 30.4 | 71.7 | 49.1 | 73.2 |
| Into Existing Units | 41.8 | 76.2 | 54.8 | 59.6 |
| Non-Movers | 52.5 | 84.0 | 67.6 | 68.1 |

Graph, chart and information provided by HousingEconomics.com and NAHB by Carmel Ford

The Estates AT YELLOW CREEK

# Timeline and Revisions Made to The Estates at Yellow Creek Design and Rezoning Application

- Meeting with Community Members/Adjacent Landowner in Office March 13th, 2025
- Microsoft Teams Meeting Adjacent Landowner April 11th,2025
- Community Meeting April 14th, 2025 (Murrayville Library)
  - 200 Letters Sent Out
  - 35 to 50 people attended
- While we are requesting a PRD Zoning Classification, the style of development is in line with a Conservation Subdivision (CS) as defined in the Hall County UDC.
  - Lot Width, Setbacks and Density match the R-1-L Zoning Classification with the exception of Lot Area.
- Since Application and After Community Meeting the following Changes have been made.
  - Revised Layout from a 1 unit/acre to a 0.75 unit/acre density
    - 253 Lots Submitted vs. 191 Lots (Current Site Plan)
  - Revised the location of the LAS drip fields to s minimum of 150' to 200' from property line.
  - Removed all Lots along Eastern side of Development and proposed 75 acres to be restricted for No future residential development.
- In discussions with Westerly Neighbors for Fence and Berm Placement along common property line.

# Overall Summary

- Cook Communities has tried to listen to the community and take a partnership approach to the proposed development. As with any new development there will always be opposition, we feel this development is in line with the Hall County Comprehensive Plan and the character of the area. Our lot width, setbacks and density match that of an R-1-L Zoning with the exception of lot size. We feel this conservation style approach is less impactful to the surrounding area.

# MURRAYVILLE/SARDIS

## *Vision*

The Murrayville/Sardis community places a paramount emphasis on maintaining its rural, tranquil charm through preserving its sense of safety and natural features. The community also wants to ensure affordable housing options, prevent suburbanization, improve road conditions, and mend other infrastructure woes. By concentrating growth exclusively along SR 60/Thompson Bridge Road, as it has existing and planned infrastructure and the beginnings of a regional activity center, the County can preserve the rural character that is important to the residents in the Murrayville/Sardis area.

## Supporting Ideas

- **Community Identity and Rural Charm.** The community strongly values its rural identity and seeks to maintain it by opposing over-commercialization and unwarranted growth. They want to retain the peaceful and rustic feel that drew them to the area.
- **Affordable Housing and Growth.** Residents in this area are deeply concerned about housing affordability, particularly for younger individuals and starter households. They emphasize a strong desire to limit future development to ensure that existing infrastructure isn't overwhelmed and rural character is preserved.
- **Quality of Life.** To ensure that those living in Murrayville/Sardis have the quality of life they have come to expect, access to services should be prioritized, including ensuring that there are adequate shopping and restaurants, housing for seniors, parks, libraries, schools, etc.
- **Visual Aesthetics and Architectural Quality.** When and where new development is built, the existing visual character of the area should be preserved and enhanced. Housing and commercial developments should be aesthetically pleasing.
- **Sustainability and Conservation.** There is a desire to uphold ongoing sustainability and conservation efforts through the preservation of greenspace and trees.
- **Balanced Growth.** New development or redevelopment in Murrayville/Sardis should avoid the urban sprawl that has occurred in other areas of the county. Balanced growth can occur while preserving the aspects of community character that residents enjoy through thoughtful zoning and development practices. The establishment of small scale mixed-use developments can promote walkability and access to local amenities should be prioritized where noted in the Future Development Strategy.
- **Sardis Connector.** Concentrating new growth along the future Sardis Connector can ensure new development in this area is supported by the necessary transportation and sewer infrastructure. This will allow the remainder of the Murrayville Sardis area to retain its rural charm while developing new amenities for the community. Land developed or redeveloped in the Regional Activity Nodes at the intersections with SR 60/Thompson Bridge Road and SR 53/Dawsonville Highway may do so at a lesser intensity in the Murrayville/Sardis Character Area than in other areas of the county.

# MURRAYVILLE/SARDIS

## Tying It Back to Growth...

Under this future land use strategy, Murrayville/Sardis can expect up to 5,300 new households before 2050 if land is developed or redeveloped to the highest density allowed by zoning. To ensure quality of life, this means that:

- Hall County will need to build or set aside up to 135 additional acres of programmed parks and/or greenspace (assuming 8.5 acres per new 1,000 residents).
- Hall County Schools will need to accommodate up to 2,500 additional students in this area.
- Anywhere between 1,800 and 7,000 additional vehicles will be on the road (assuming 1.7 cars per new household).

## *Key Strategies*

- Continue to protect greenspace.
- Explore ways to expand infrastructure to Murrayville/Sardis to keep up with increased growth pressures while maintaining rural character.
- Until infrastructure can fully catch up to the demands of new development, limit new greenfield development.
- Prioritize higher density developments along SR 60/Thompson Bridge Road and at the intersection of the new Sardis Connector with SR 53/Dawsonville Highway.

### Murrayville/Sardis Future Land Use & Zoning Compatibility

| Future Land Use | AG-1 | AR-1 | V-C | R-1-L | R-1 | R-TF | R-X | R-MF | MHP | O-I | S-S | H-B | M-U | I-1 | I-2 | PCD | PID | POD | PRD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Greenspace - Recreation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Greenspace - Conservation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Rural Agriculture | X | X | | | | | | | | | | | | | | | | | |
| Rural Neighborhood | | X | | X | | | | | | | | | | | | | | | |
| Lakeside Residential | | | X | X | X | | | | | | | | | | | | | | |
| Business Nodes & Corridors | | | | | | | | | | X | X | X | X | X | | X | | | |
| Rural Scenic Nodes & Corridors | X | X | | | | | | | | X | X | | | X | | | | | |
| Regional Activity Nodes & Corridors | | | | | | | X | X | | X | X | X | X | | | X | | | X |

# MURRAYVILLE/SARDIS

The Murrayville/Sardis survey received 64 responses, almost entirely from those who lived in the area. 61% of residents felt the area's character was rural but changing. About 38% of respondents thought this area had gotten worse while 34% felt it had stayed the same. Residents' favorite things about the area were its level of safety, proximity to basic services (schools, groceries, medical, etc.), and its overall rural character.

Qualities identified for improvement in the area were difficulty walking and biking to places (41%) and overall cleanliness and maintenance (33%).

Residents indicated there have been too many residential hybrid neighborhoods. The comments expanded on this selection by citing the lack of infrastructure (water and road) and current traffic problems. Notably, 60% think there has been just the right level of single-family residential development. Murrayville/Sardis residents also indicated the top priority for the County over the next 10-20 years should be maintaining the quality of County services.

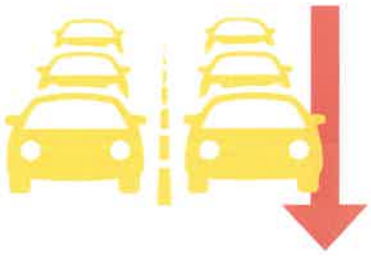
Turning to transportation, over 80% of respondents thought reducing traffic congestion at intersections and along key corridors and improvements to enhance traffic flow were the main two priorities for improvement to this area.

In terms of housing, the residents felt the only important housing type was neighborhoods with open space (78%) while the same number of respondents did not believe it was important to offer townhouses or multifamily housing.

Further housing comments raised concerns about abandoned mobile homes in the area and general code enforcement. Concluding comments were concerned about road and property maintenance by the County and fears of losing the area's rural character.

RESIDENTS SAID THE MOST IMPORTANT HOUSING TYPE FOR MURRAYVILLE/SARDIS IS NEIGHBORHOODS WITH OPEN SPACE

80% WANT TO SEE TRAFFIC CONGESTION REDUCED AT KEY INTERSECTIONS



SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road
Marietta, GA 30066
(Office) 770-321-3936
cmaddox@seengineering.com

**Subject:** Yellow Creek Road Development Traffic Memo

**Date:** March 4, 2025

The Yellow Creek Road development is a 253 single-family detached housing development proposed in Hall County, GA. The development is located on approximately 254 acres of undeveloped land along the north/west side of Yellow Creek Road, to the west of SR 60/Thompson Bridge Road and east of H Abercombie Road. The development will be accessed via two new driveways along Yellow Creek Road. The concept site plan is included in **Appendix A**. Southeastern Engineering, Inc (SEI) has reviewed the adjacent roadway network and concept site plan to summarize the characteristics of the study area and provide information on estimated new trips generated by the development.

Yellow Creek Road is a two-lane undivided roadway that runs east-west from H Abercrombie Road in the west to SR 60/Thompson Bridge Road in the east. It is functionally classified by GDOT as a minor collector and has a posted speed limit of 45 MPH. GDOT'S TADA system was referenced for historical traffic volumes on roadways in the vicinity of the development, but no stations were located along Yellow Creek Road. **Appendix B** includes an aerial view of station locations in relation to the development.

The residential development is expected to generate approximately 2,370 new daily trips (1,185 entering and 1,185 exiting). In the AM peak period, the development is expected to generate approximately 173 total trips (43 entering; 130 exiting), and in the PM peak period generate approximately 238 total trips (150 entering; 88 exiting). The Trip Generation Report is included in **Appendix B**. The generated trips are expected to head east towards SR 60/Thompson Bridge Road. With development traffic dispersing through the roadway network. Per GDOT's TADA system SR 60 has an AADT of 9,320 vehicles per day and 10,900 vehicles per day to the north and south of Yellow Creek Road, respectively, per TADA.

The two new driveway intersections on Yellow Creek Road are proposed to be full access, minor-street stop-controlled. Based on the estimated traffic volumes accessing the development, turn lanes may need to be considered on Yellow Creek Road at the driveway intersections. Crash history along Yellow Creek Road from H Abercrombie Road to SR 60/Thompson Bridge Road, was reviewed to see if any crash patterns exist in the area that may identify safety concerns for the new driveways. Per GDOT's Numetric crash data system there have been 23 crashes reported along the corridor for the past 5 years, 2019 to 2023. No identifiable crash patterns were observed along Yellow Creek Road in the vicinity of the proposed development. The crash summary report is included in **Appendix C.**

Based on the characteristics of Yellow Creek Road the additional trips generated by the development are anticipated to not significantly impact safety and operations along Yellow Creek Road or adjacent intersections. Please let me know if we can be of any additional assistance during the review process, or if you have any questions. Thank you.

Sincerely,

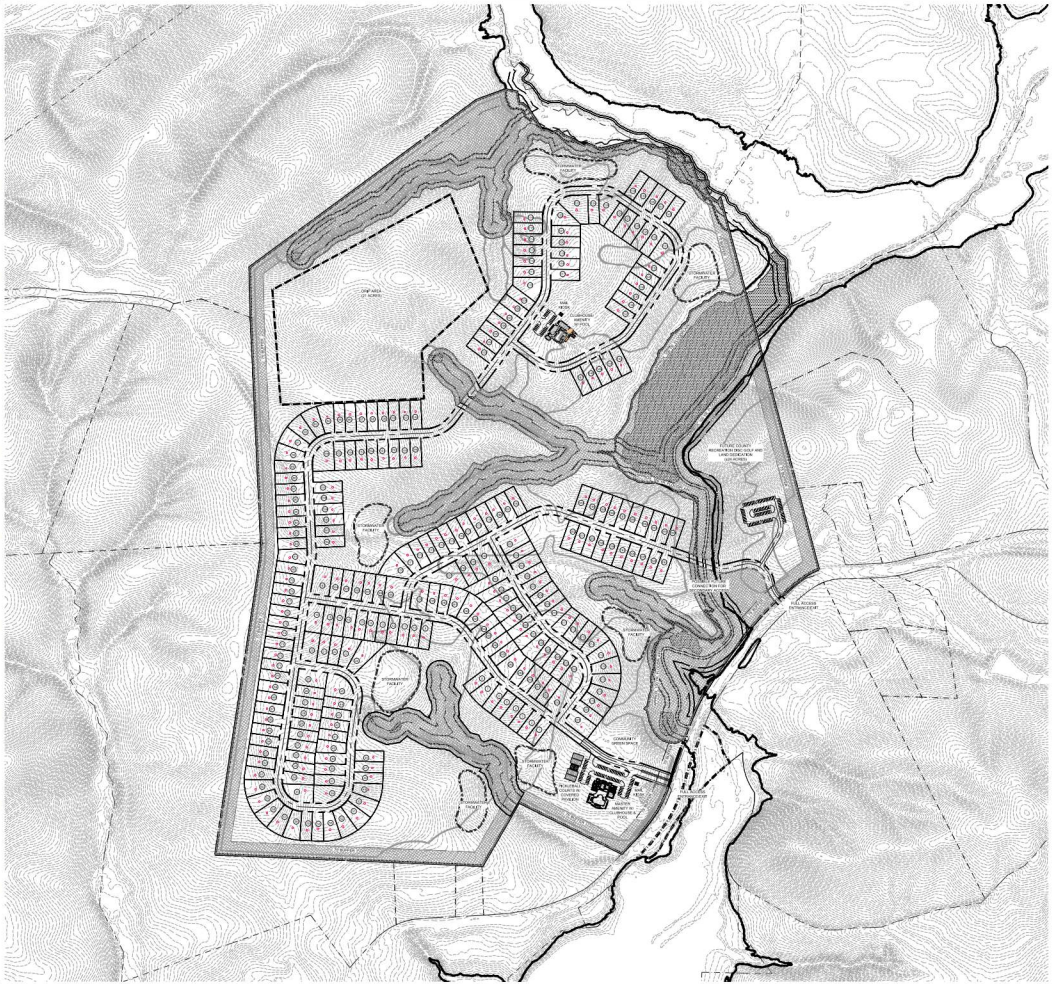
Chris Maddox, PE, PTOE,
*Traffic Engineering Division Manager*

## Appendices

- Appendix A
  - Concept Site Plan
- Appendix B
  - GDOT TADA Data Sheet
  - Trip Generation Report
- Appendix C
  - Crash Summary Report

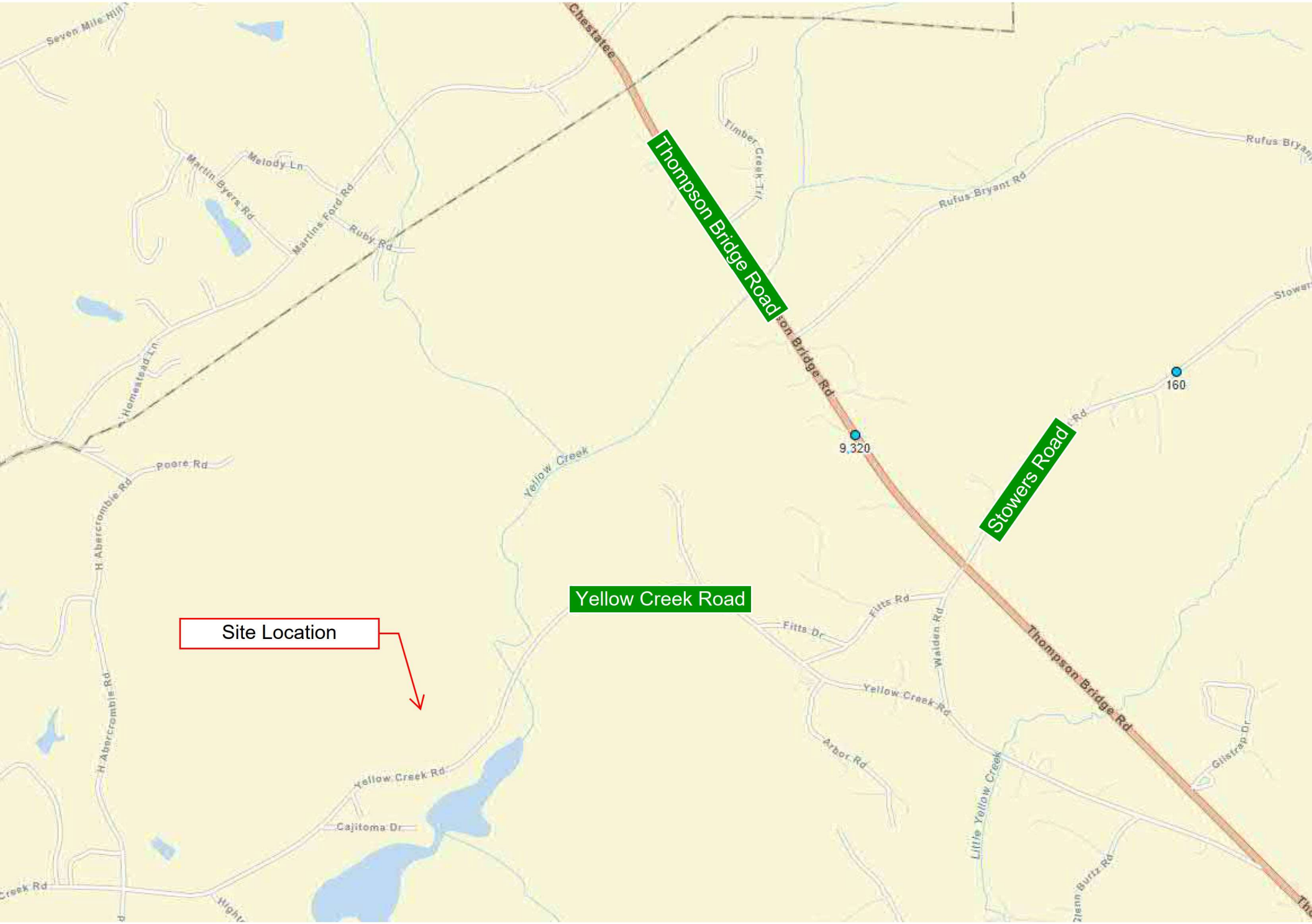
# Appendix A

# Concept Site Plan


OPEN AREA
OPEN SPACE
COMMUNITY AMENITY
COMMUNITY PARKING
COMMUNITY PARKING
COMMUNITY AMENITY
COMMUNITY PARKING
COMMUNITY AMENITY
COMMUNITY PARKING
COMMUNITY AMENITY

# Appendix B

# GDOT TADA Aerial Map


Thompson Bridge Road
Stowers Road
Yellow Creek Road
Site Location
9,320
160
Chestatee
Timber Creek Trl
Rufus Bryant Rd
Melody Ln
Martin Byers Rd
Martins Ford Rd
Ruby Rd
Homestead Ln
Poore Rd
H Abercrombie Rd
Yellow Creek
Fitts Rd
Fitts Dr
Walden Rd
Yellow Creek Rd
Arbor Rd
Little Yellow Creek
Gilstrap Dr
Cajitoma Dr
Thompson Bridge Rd

# Appendix B
# Trip Generation Report

# Single-Family Detached Housing
(210)

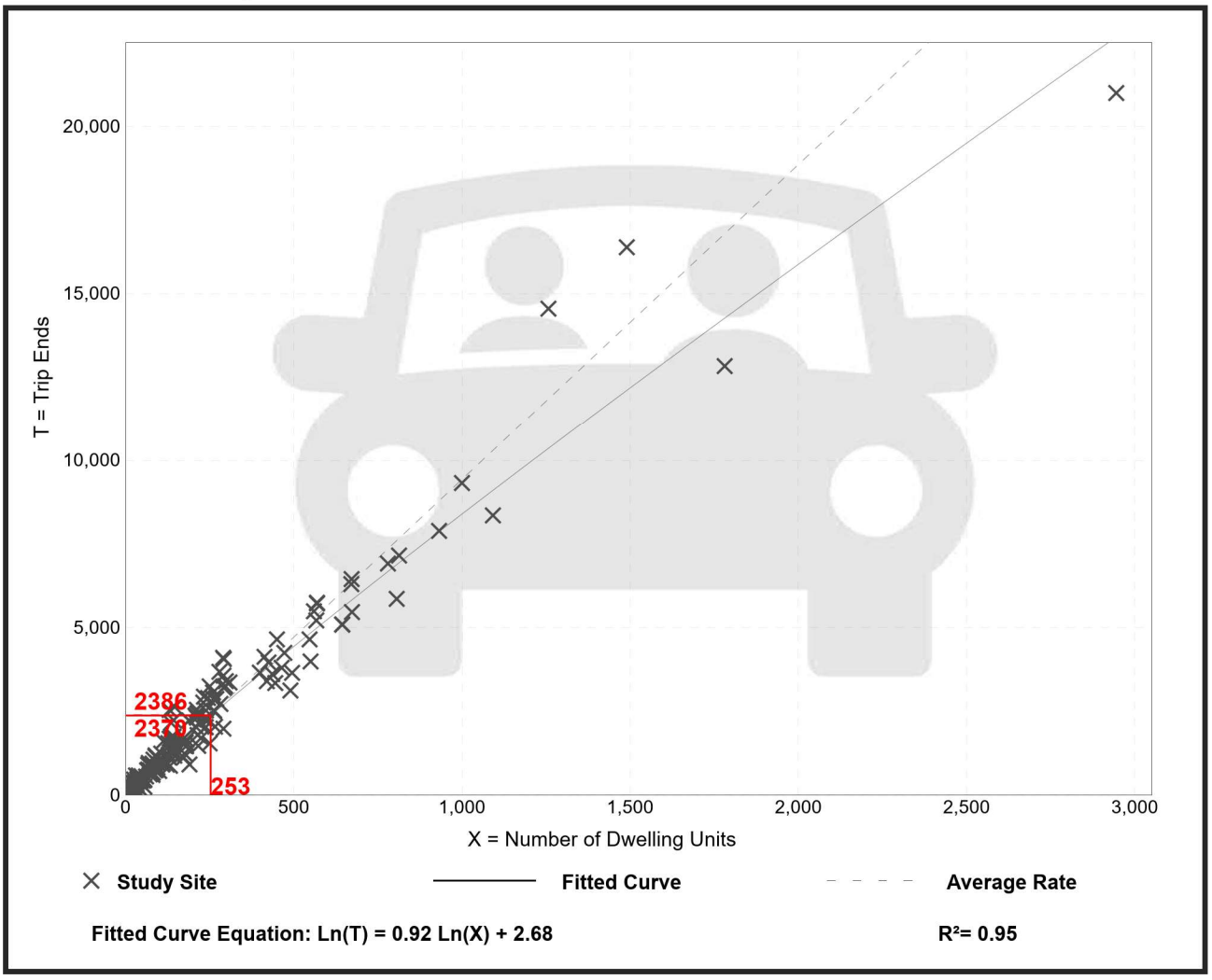
**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday**

**Setting/Location:** **General Urban/Suburban**
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 9.43 | 4.45 - 22.61 | 2.13 |

## Data Plot and Equation

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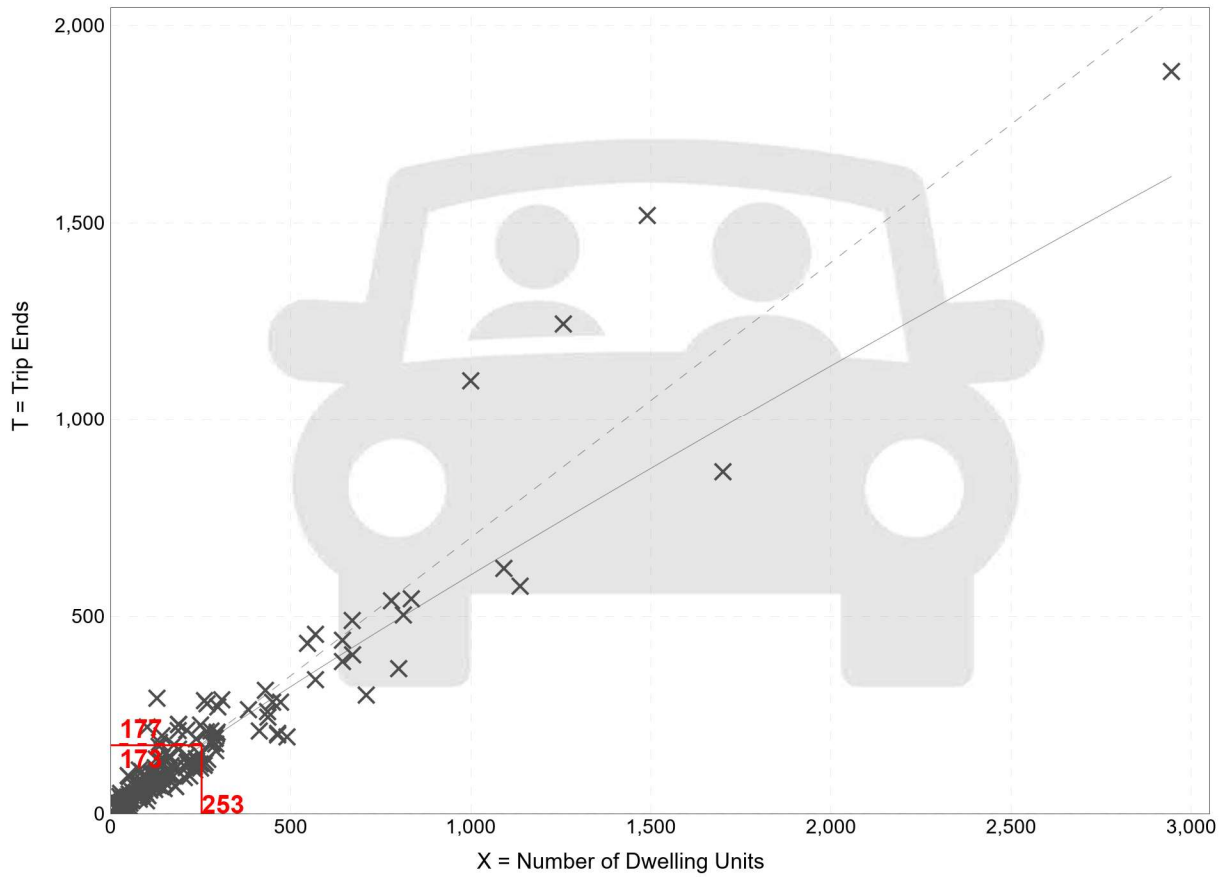
# Single-Family Detached Housing
(210)

| | |
|---|---|
| **Vehicle Trip Ends vs:** | **Dwelling Units** |
| **On a:** | **Weekday,** |
| | **Peak Hour of Adjacent Street Traffic,** |
| | **One Hour Between 7 and 9 a.m.** |
| **Setting/Location:** | **General Urban/Suburban** |
| Number of Studies: | 192 |
| Avg. Num. of Dwelling Units: | 226 |
| Directional Distribution: | 25% entering, 75% exiting |

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.70 | 0.27 - 2.27 | 0.24 |

## Data Plot and Equation

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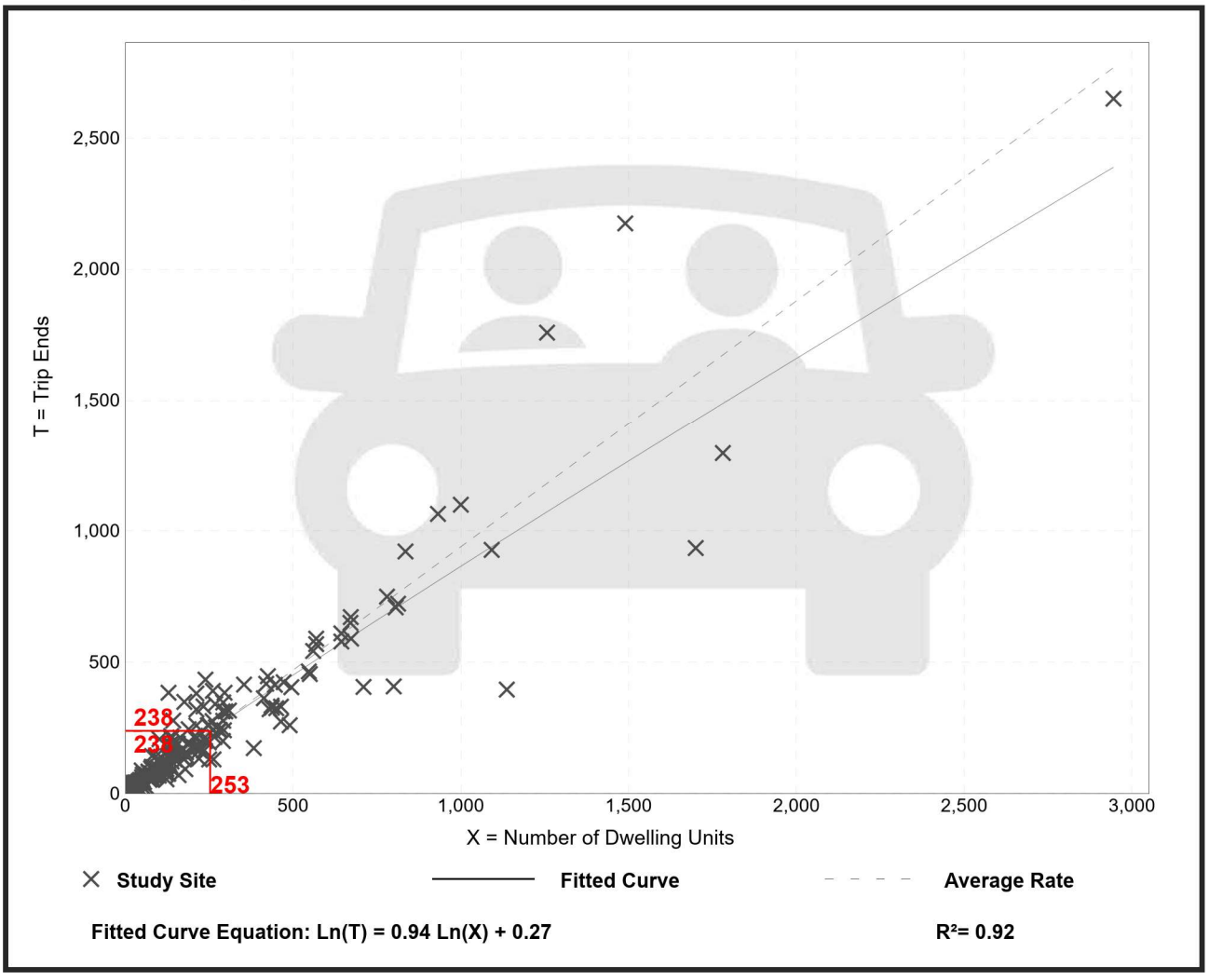
# Single-Family Detached Housing
(210)

**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 4 and 6 p.m.**
**Setting/Location:** **General Urban/Suburban**
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.94 | 0.35 - 2.98 | 0.31 |

## Data Plot and Equation

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# Appendix C

# Crash Summary Report

CRASH SUMMARY REPORT

# Yellow Creek Road from H Abercrombie Road to SR 60/Thompson Bridge Road

Created on March 4, 2025

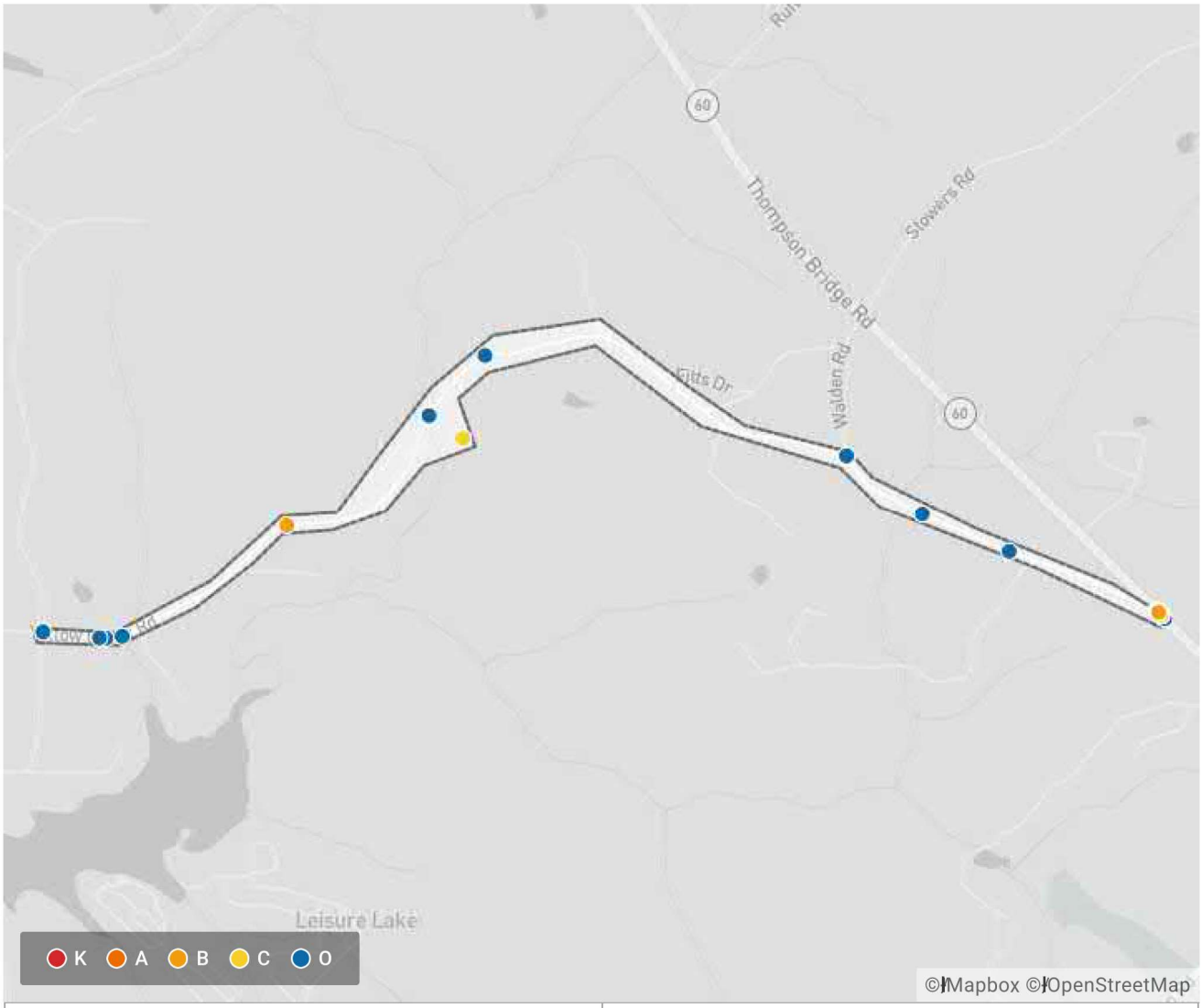
Created by Chris Maddox

Data extents: January 1, 2019 to December 31, 2023

## Applied Filters

Shape: Polygon

1 crash has been excluded (see end of report for more information)




| Total Included Crashes | 23 | Fatal Crashes | 0 |
|---|---|---|---|

GDOT Summary — Collisions Dataset

| | | |
|---|---|---|
| Intersection Related | 18 | 78.26% |
| Distracted Driver (Suspected) | 11 | 47.83% |
| Single Motor Vehicle Involved | 10 | 43.48% |
| Distracted Driver (Confirmed) | 3 | 13.04% |
| + 6 more | 0 | 0% |

| KABCO Severity | Collisions | Dataset |
|---|---|---|
| (O) No Injury | 14 | 60.87% |
| (C) Possible Injury - Complaint | 6 | 26.09% |
| (B) Suspected Minor - Visible Injury | 3 | 13.04% |
| + 3 more | 0 | 0% |

| Date and Time (Year) | Collisions | Dataset |
|---|---|---|
| 2023 | 2 | 8.70% |
| 2022 | 6 | 26.09% |
| 2021 | 4 | 17.39% |
| 2020 | 4 | 17.39% |
| 2019 | 7 | 30.43% |
| + 6 more | 0 | 0% |

| Date and Time (Hour of Day) | Collisions | Dataset |
|---|---|---|
| 12 am - 2 am | 2 | 8.70% |
| 8 am - 10 am | 2 | 8.70% |
| 10 am - 12 pm | 5 | 21.74% |
| 12 pm - 2 pm | 4 | 17.39% |
| 2 pm - 4 pm | 2 | 8.70% |
| 4 pm - 6 pm | 4 | 17.39% |
| 6 pm - 8 pm | 3 | 13.04% |
| 8 pm - 10 pm | 1 | 4.35% |
| + 4 more | 0 | 0% |

| Manner of Collision (Crash Level) | Collisions | Dataset |
|---|---|---|
| Not a Collision with Motor Vehicle | 10 | 43.48% |
| Rear End | 9 | 39.13% |
| Angle Crash | 2 | 8.70% |
| Sideswipe-Opposite Direction | 1 | 4.35% |
| Sideswipe-Same Direction | 1 | 4.35% |
| + 3 more | 0 | 0% |

| Location at Impact (Crash Level) | Collisions | Dataset |
|---|---|---|
| On Roadway - Non-Intersection | 12 | 52.17% |
| Off Roadway | 6 | 26.09% |
| On Roadway - Roadway Intersection | 4 | 17.39% |
| On Shoulder | 1 | 4.35% |
| + 13 more | 0 | 0% |

| Most Harmful Event (Unit Vehicle) | Collisions | Dataset |
|---|---|---|
| Motor Vehicle in Motion | 12 | 52.17% |
| Deer | 2 | 8.70% |
| Ditch | 2 | 8.70% |
| Over Turn | 2 | 8.70% |
| Embankment | 1 | 4.35% |
| Fence | 1 | 4.35% |
| Parked Motor Vehicle | 1 | 4.35% |
| + 31 more | 0 | 0% |

| Operator/Pedestrian Contributing Factors (Unit Order) | Collisions | Dataset |
|---|---|---|
| Driver Lost Control | 3 | 13.04% |
| Too Fast for Conditions | 3 | 13.04% |
| Reaction to Object or Animal | 2 | 8.70% |
| (None) | 1 | 4.35% |
| Disregard Other Traffic Control | 1 | 4.35% |
| Following Too Close | 1 | 4.35% |
| Improper Passing | 1 | 4.35% |
| Wrong Side of Road | 1 | 4.35% |
| + 34 more | 0 | 0% |

| Area: County | Collisions | Dataset |
|---|---|---|
| Hall | 23 | 100.00% |
| + 158 more | 0 | 0% |

| Area: GDOT District (Crash Level) | Collisions | Dataset |
|---|---|---|
| D1 | 23 | 100.00% |
| + 6 more | 0 | 0% |

| SHSP Emphasis Area | Collisions | Dataset |
|---|---|---|
| Intersection Related | 18 | 78.26% |
| Distracted Driver (Suspected) | 11 | 47.83% |

| | | |
|---|---|---|
| Roadway Departure | 7 | 30.43% |
| Young Adult Driver (Age 20-24) | 7 | 30.43% |
| Older Driver Related (55-64) | 5 | 21.74% |
| Young Driver (Age 15-19) | 5 | 21.74% |
| Aggressive/Speed Related | 3 | 13.04% |
| Distracted Driver (Confirmed) | 3 | 13.04% |
| + 10 more | 6 | 26.08% |

| First Harmful Event | Collisions | Dataset |
|---|---|---|
| Motor Vehicle in Motion | 13 | 56.52% |
| Deer | 3 | 13.04% |
| Ditch | 2 | 8.70% |
| Embankment | 1 | 4.35% |
| Fence | 1 | 4.35% |
| Highway Traffic Sign Post | 1 | 4.35% |
| Other/Unknown | 1 | 4.35% |
| Over Turn | 1 | 4.35% |
| + 32 more | 1 | 4.35% |

| Vehicle Type (Crash Level) | Collisions | Dataset |
|---|---|---|
| Passenger Car | 15 | 65.22% |
| Sports Utility Vehicle (SUV) | 8 | 34.78% |
| Pickup Truck | 5 | 21.74% |
| | 1 | 4.35% |
| All Terrain Vehicle | 1 | 4.35% |
| + 19 more | 0 | 0% |

| Roadway Contributing Factors | Collisions | Dataset |
|---|---|---|
| No Contributing Factors | 21 | 91.30% |
| Water Standing | 1 | 4.35% |
| + 12 more | 0 | 0% |

| Vehicle Contributing Factor (Crash Level) | Collisions | Dataset |
|---|---|---|
| No Known Defects | 22 | 95.65% |
| Other | 1 | 4.35% |
| + 11 more | 0 | 0% |

| Countermeasures All | Collisions | Dataset |
|---|---|---|
| Countermeasure: Intersection Crashes (vehicle) | 8 | 34.78% |

| | | |
|---|---|---|
| Countermeasure: Wildlife Warning | 3 | 13.04% |
| Countermeasure: Roadway and Lane Departure Crashes | 2 | 8.70% |
| + 8 more | 0 | 0% |

**1 crash has been excluded**

- 1 crash because of Impaired Driver (8954572)

# TRAFFIC IMPACT STUDY

## FOR

## YELLOW CREEK ROAD DEVELOPMENT

## HALL COUNTY, GA

Prepared By:

SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road
Marietta, GA 30066

April 9, 2025

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## EXECUTIVE SUMMARY

The proposed Yellow Creek Road detached single-family homes development is located in Hall County, GA. The development will be built along the north side of Yellow Creek Road to the west of SR 60/Thompson Bridge Road. The development includes 253 detached single-family homes. The site will be accessed by two new driveways along Yellow Creek Road. The full build-out of the development is planned for 2033. This study analyzed the peak hour traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine the intersection control for the proposed driveway.

This study analyzed the impacts the additional development's generated trips are expected to have on the surrounding roadway network and study intersections. The study intersections are listed below:

1. Yellow Creek Road at H Abercrombie Rd – Minor Street Stop Control
2. Yellow Creek Road at Driveway A – Minor Street Stop Control (*New Intersection)*
3. Yellow Creek Road at Driveway B – Minor Street Stop Control (*New Intersection)*
4. Yellow Creek Road at Fitts Road – Minor Street Stop Control
5. SR 60 at Walden Road – Minor Street Stop Control
6. SR 60 at Yellow Creek Road – Minor Street Stop Control

The ITE *Trip Generation Manual*, was referenced to estimate the trips generated by the residential development. The expected trips were added to the existing traffic volumes to analyze the delay and level of service at the study intersections in build condition and compare with the existing and no-build conditions.

The site will be accessed by two new driveways along Yellow Creek Road. Driveway A will be the western access and is expected to serve 70% of the units. Driveway B will be the eastern access and will serve the remaining 30% of the units.

The existing study intersections are operating at overall acceptable levels of service under existing conditions and continue to operate acceptably in the future no-build condition. In the build condition, with future year traffic volumes and added traffic from the Yellow Creek Road development, the study intersections and their approaches are expected to continue to operate at the same levels of service as they do in the no-build condition with the addition of the development traffic. The site driveways are expected to operate at an acceptable level of service, LOS A and LOS B, during peak periods with minor street stop control.

The existing intersection of SR 60/Thompson Bridge Road at Yellow Creek Road is expected to service most of the trips generated by the development. The added trips will not have an impact on the intersection's level of service.

The recommended driveway configuration and control type for the development are listed below:

<u>Yellow Creek Road at Driveway A</u>

- Driveway A should be minor street stop controlled.
- Driveway A should have two lanes, one entry and one exit lane.
- Provide a southbound right turn lane on Yellow Creek Road, per GDOT minimum design standards.

Yellow Creek Road at Driveway B

- Driveway B should be minor street stop controlled.
- Driveway B should have two lanes, one entry and one exit lane.
- Provide a southbound right turn lane on Yellow Creek Road, per GDOT minimum design standards.

No roadway improvements are recommended for this development.

## INTRODUCTION

A traffic impact study was conducted by Southeastern Engineering, Inc. for the proposed Yellow Creek Road residential development located in Hall County, GA. The development will be built on undeveloped land along the north side of Yellow Creek Road to the west of SR 60/Thompson Bridge Road (SR 60). The development includes 253 detached single-family homes. The site will be accessed by two new driveways along Yellow Creek Road. The build-out of the development is planned for 2033. A location map of the area near the site is shown in **Figure 1**.

**Figure 1 Location Map**

This study will identify the potential impacts of the proposed development traffic on the surrounding roadway network. The study includes the existing and future peak hour traffic operations and capacity analysis for the surrounding roadway network and development driveways. As necessary, operational improvements will be identified and analyzed to mitigate the traffic impacts caused by the development. Based on the results of the analysis for the study intersections, recommendations will be made for intersection geometry and control method.

## PROJECT DESCRIPTION

The development will be built along the north side of Yellow Creek Road to the west of SR 60 in Hall County, GA. The development includes 253 detached single-family homes. The site will be accessed by two new driveways along Yellow Creek Road. This study analyzes traffic impacts upon the full build-out of the development, which is planned for 2033. The site plan is attached in **Appendix A**.

### Study Network

The traffic study analyzes traffic operations for the study intersections in the vicinity of the development. Capacity analysis and level of service evaluations of the study intersections were conducted for the existing, no-build and build scenarios. The study intersections for this report are listed below:

1. Yellow Creek Road at H Abercrombie Rd – Minor Street Stop Control
2. Yellow Creek Road at Driveway A – Minor Street Stop Control (*New Intersection)*
3. Yellow Creek Road at Driveway B – Minor Street Stop Control (*New Intersection)*
4. Yellow Creek Road at Fitts Road – Minor Street Stop Control
5. SR 60 at Walden Road – Minor Street Stop Control
6. SR 60 at Yellow Creek Road – Minor Street Stop Control

### Roadway Conditions

The roadway network adjacent to the development was examined for the existing roadway characteristics. An aerial of the study area is shown in **Figure 2.**

Yellow Creek Road

Yellow Creek Road is a two-lane facility with a posted speed limit of 45 mph. It is classified by GDOT as a minor collector. It connects to SR 60 in the east and H Abercrombie Road in the west. There is no curb and gutter or sidewalk present along the road in the study area.

H Abercrombie Road

H Abercrombie Road is a two-lane facility with a posted speed limit of 45 mph. It is classified by GDOT as a local road. It connects to Yellow Creek Road in the south and SR 60 in the north. There is no curb and gutter or sidewalk present along the road in the study area.

Fitts Road/Walden Road

Fitts Road/Walden Road is a two-lane facility with no posted speed limit. It is classified by GDOT as a local road. It connects to Yellow Creek Road in the south and SR 60 in the north. Fitts Road changes names to Walden Road approximately 400 ft south of SR 60. There is no curb and gutter or sidewalk present along the road in the study area.

SR 60

SR 60 is a two-lane facility with a posted speed limit of 55 mph. It is classified by GDOT as a principal arterial. It connects to SR 400 to the north and the city of Gainesville to the south. There is no curb and gutter or sidewalk present along the road in the study area.

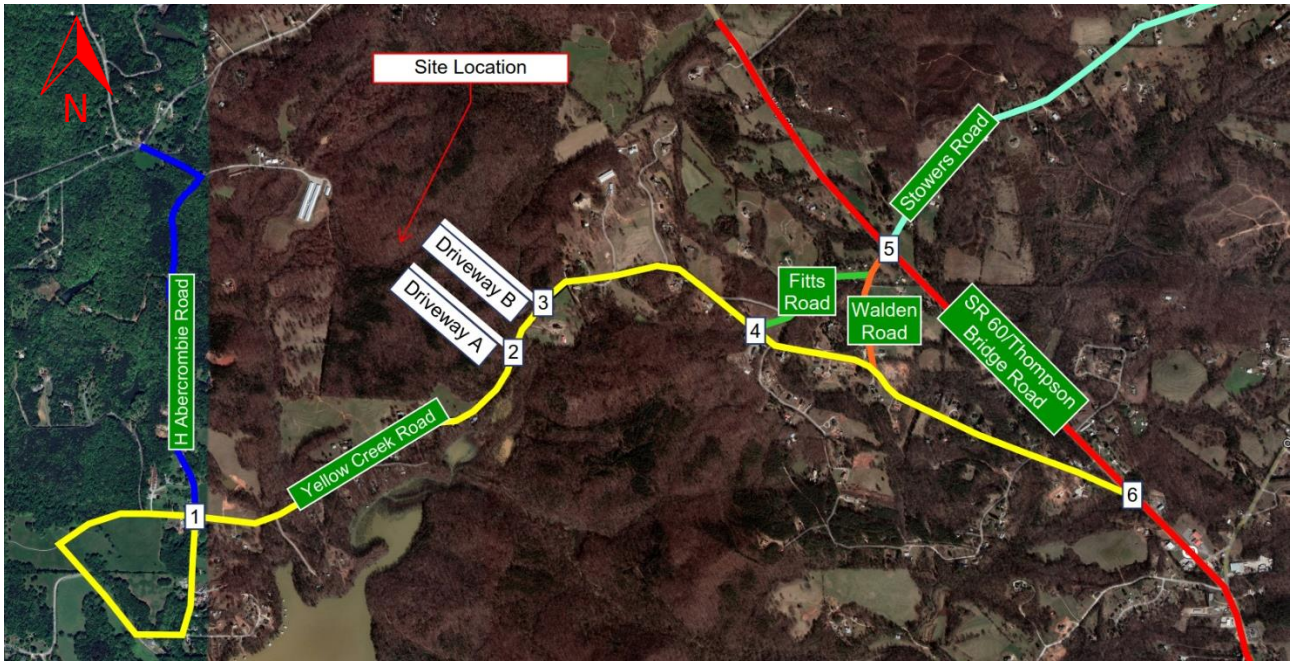



**Figure 2 Aerial of Study Area**

## EXISTING TRAFFIC CONDITIONS

The traffic impact study analyzes the current traffic operations of the study network. Capacity analysis and level of service evaluations of the study intersections were conducted for the existing and future conditions with and without the proposed development to determine the impacts of the development traffic on the network.

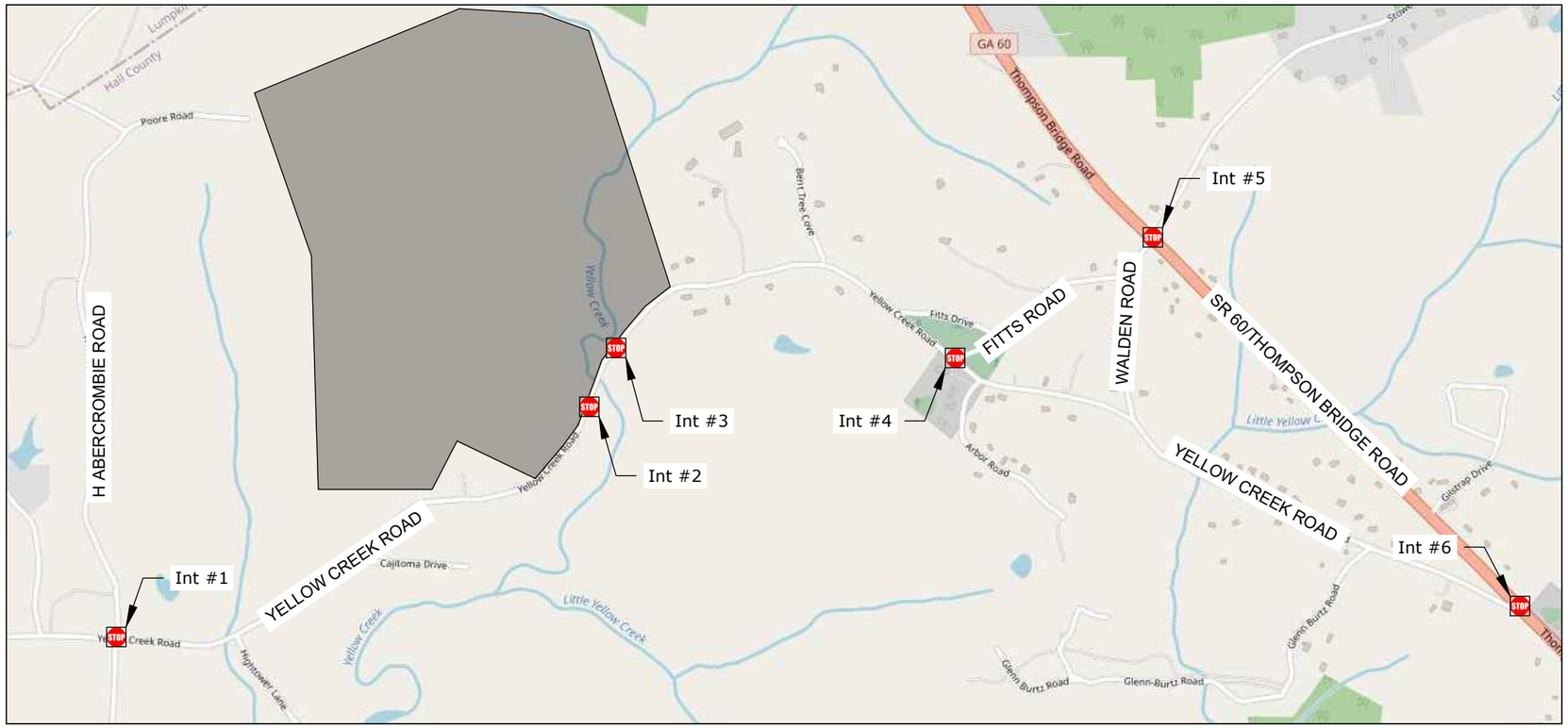
### Existing Traffic Volumes

Existing traffic volumes were collected on Wednesday, March 12 and Thursday, March 13, 2025. Daily traffic volumes (48 hours) were collected on primary roadways near the development with peak hour turning movement counts collected at the study intersections on March 12, 2025. For operational analysis, the peak hours were identified as 7:00-8:00 AM for the AM peak and 5:00-6:00 PM for the PM peak hour. Yellow Creek Road adjacent the development site has an average daily traffic volume of 772 vehicles per day (vpd). Existing daily traffic volumes collected in the study area are summarized in **Table 1**, and detailed traffic counts are attached in **Appendix B**. The existing AM and PM peak hour turning movement volumes for the study area are shown in **Figure 6**. GDOT's TADA system was referenced for traffic volumes on other study network roadways. In February 2025, SR 60 has an ADT of 9,992 vpd to the north of Walden Road (Station ID 139-0325).

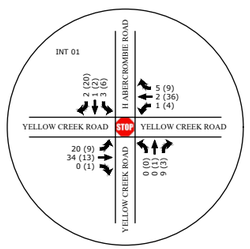
**Table 1: Existing Traffic Volume (2025)**

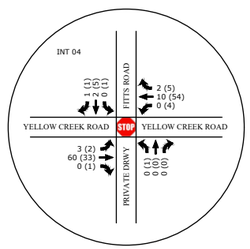
| Location | Volume | | Total |
|---|---|---|---|
| | Eastbound | Westbound | |
| Yellow Creek Road east of H Abercrombie Road (3/12/2025) | 382 | 375 | 757 |
| Yellow Creek Road east of H Abercrombie Road (3/13/2025) | 397 | 388 | 785 |
| Yellow Creek Road east of H Abercrombie Road (Average) | 390 | 382 | 772 |

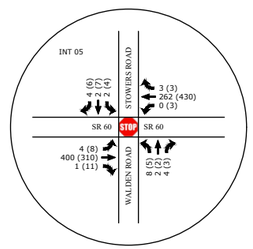
| JURISDICTION | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| HALL COUNTY, GA | 1193-25-031 | | |




Legend: AM (PM)



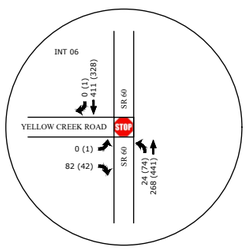




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FIGURE 3

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road
Marietta, Georgia 30066
tel: 770-971-1936
www.seengineering.com

EXISTING YEAR (2025)
PEAK HOUR VOLUMES

| REVISION DATES | | |
|---|---|---|
| | | |
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DATE:

YELLOW CREEK ROAD
DEVELOPMENT

## Level of Service Methodology

Intersection capacity analyses were performed using the methodology outlined in the *Highway Capacity Manual, 6th Edition* (HCM). This methodology is the industry standard for the evaluation of intersection capacity and delay. To facilitate the analysis, computer software Synchro 11 was used. This software conforms to the methodology of the HCM.

An analysis of peak hour traffic conditions was performed to determine the level of service (LOS) at the study intersections. LOS for an intersection is based on vehicular delay at the intersection and is a typical measure of effectiveness used to evaluate intersection operations. The HCM provides ranges of delay for each LOS definition, spanning from very minimal delays (LOS A) to high delays (LOS F). LOS F is generally considered unacceptable for most drivers.

For unsignalized intersections, where a stop sign controls side streets or minor streets, the criterion for evaluating traffic operations is the LOS for the controlled turning movements at the intersection. Methodology from the HCM to determine the delay and LOS for these turning movements is based on input data including intersection geometry, lane configuration, and turning movement volumes.

For the signalized intersections, LOS is based on input data including intersection geometry, lane configuration, turning movement volumes, and traffic signal timing.

**Table 2** below indicates the relationship between delay and LOS for signalized and unsignalized intersections, respectively.

**Table 2: Level of Service for Signalized and Unsignalized Intersections**

| Level of Service | Control Delay Per Vehicle (sec) | |
|---|---|---|
| | Signalized Intersection | Unsignalized Intersection |
| A | ≤10 | ≤10 |
| B | >10 and ≤20 | >10 and ≤15 |
| C | >20 and ≤35 | >15 and ≤25 |
| D | >35 and ≤55 | >25 and ≤35 |
| E | >55 and ≤80 | >35 and ≤50 |
| F | >80 | >50 |

## Existing Conditions Levels of Service

The existing geometric configuration and intersection controls were used to analyze the intersections for the existing conditions operational analysis. Overall, the existing study intersections are operating at acceptable levels of service under existing conditions. The results of the existing intersection operational analysis are summarized in **Table 3** and detailed Synchro reports are attached in **Appendix C**.

| Table 3: Level of Service and Delay for Existing Year (2025) | | | | |
|---|---|---|---|---|
| Intersection | Control | Approach | Delay (LOS) | |
| | | | AM | PM |
| Yellow Creek Road at H Abercrombie Road | Minor Street Stop Control | NB | 8.5 (A) | 8.7 (A) |
| | | SB | 9.0 (A) | 8.9 (A) |
| Yellow Creek Road at Fitts Road | Minor Street Stop Control | SB | 9.1 (A) | 9.5 (A) |
| SR 60 at Walden Road | Minor Street Stop Control | NB | 15.1 (C) | 15.9 (C) |
| | | SB | 13.1 (B) | 16.3 (C) |
| SR 60 at Yellow Creek Road | Minor Street Stop Control | EB | 12.1 (B) | 10.7 (B) |

## FUTURE CONDITIONS – WITHOUT THE PROPOSED DEVELOPMENT (NO-BUILD)

The impact of the proposed development on the roadway network was analyzed and evaluated in the future year (2033) without the proposed development (No-Build) to compare the future conditions with the proposed fully constructed development (Build).

### Growth Rate

The growth rate for the study area was calculated using different sources, including the annual volume statistics from GDOT's Traffic Analysis & Data Application (TADA), employment and population projections for the county from Regional Economic Models, Inc. (REMI), population projections for the county from the Governor's Office of Planning and Budget (OPB), and county census data from the US Census Bureau. Data and calculations from the sources are attached in **Appendix D**.

TADA traffic volume data between March 2020 and July 2022 has been exclude from the growth rate calculations due to COVID-19 impacts. As a result, the latest count data available before 2020 was used to calculate the 5-year growth rate. The growth rate calculated using the GDOT's Historical traffic data is summarized in **Table 4**.

| Table 4: GDOT Historical Growth Rate | | | | |
|---|---|---|---|---|
| Station ID | Location | 5-Year | 10-Year | 15-Year |
| 127-0332 | SR 60 north of Walden Rd | -0.3% | 1.5% | 1.2% |
| 139-0332 | Dahlonega Hwy south of Stowers Rd | -13.3% | -2.1% | - |
| 139-0334 | Price Rd west of H Thomas Rd | 5.8% | 4.6% | 4.7% |
| 5-,10- and 15-Year Average | | -2.6% | 1.4% | 2.9% |
| **Average Growth Rate** | | **0.6%** | | |

Population and employment projections from REMI were utilized in determining growth rates for the county. This data was used to calculate the growth rate for open year 2033. **Table 5** summarizes the growth rate calculated using REMI's projections.

| Table 5: Growth Rate Based on Regional Economic Models, Inc's Projections | |
|---|---|
| **Projection Type** | **2025-2033** |
| Employment Projection | **0.6%** |
| Population Projection | **0.9%** |

The population projection data for the county was obtained from the Georgia Governor's OPB. This data was used to calculate the growth rate for open year 2033. Growth rate calculated using projections from OPB are summarized in **Table 6**.

| Table 6: Georgia Governor's Office of Planning and Budget Annual Population Estimates | | |
|---|---|---|
| **Year** | **County Population** | **Growth Rate** |
| 2025 | 222,938 | |
| 2033 | 244,472 | **1.2 %** |

Census data from the U.S. Census Bureau was used to calculate a growth rate for the county. Growth rate calculated using the U.S. Census Bureau data is shown **Table 7**.

| Table 7: U.S. Census Bureau Annual Estimates of the Resident Population | | | |
|---|---|---|---|
| **Geographic Area** | **2010 Census** | **2020 Census** | **2010 to 2020 Growth Rate** |
| Hall County | 179,684 | 203,136 | **1.2%** |

The growth rate used to calculate the project's future volumes was obtained by averaging the growth rates from different sources for an overall project growth rate of 0.9%.

## Adjacent Projects

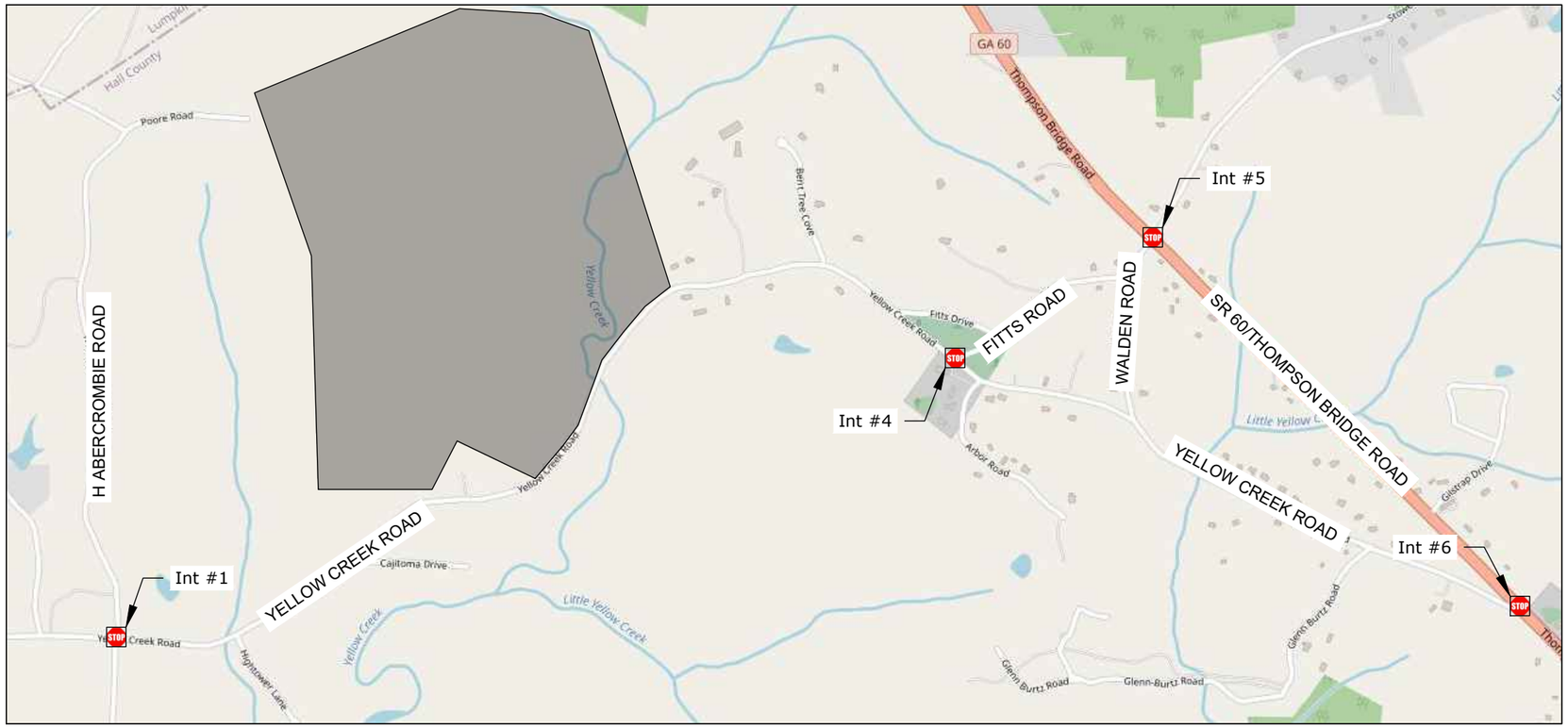
The area adjacent the development was reviewed for any transportation or development projects which may have any effect on traffic impacts.

GDOT PI 0013762 SR 60 from SR 400/Lumpkin to Yellow Creek Road/Hall is a widening project along SR 60 which is in the scoping phases. Based on the project's schedule it is not anticipated to be constructed by the time the development is completed so the project will not be considered in future year analysis, however the project is expected to increase capacity of SR 60 once completed.

## Future No-Build Traffic Volumes

The future background volumes for the 2033 were calculated by applying the annual exponential growth rate over eight (8) years to the existing 2025 background volumes. Future 2033 background volumes are shown in **Figure 4**.

| JURISDICTION | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| HALL COUNTY, GA | 1193-25-031 | | |

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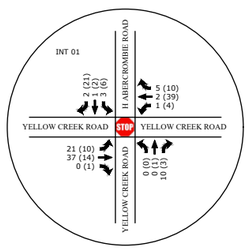


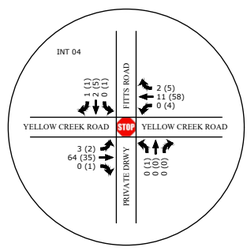


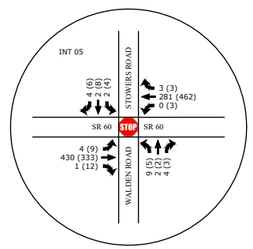


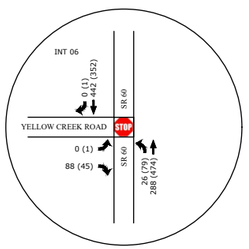


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FIGURE 4

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www.seengineering.com

NO-BUILD YEAR (2033)
PEAK HOUR VOLUMES

| REVISION DATES | | |
|---|---|---|
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| | | |
| | | |

DATE:

YELLOW CREEK ROAD
DEVELOPMENT

## Future No-Build Conditions Level of Service

The future no-build (2033) intersection operational analysis was conducted for the study network, with existing geometric configuration and intersection controls. All study intersections are expected to operate at the same levels of service as in the existing scenario with a slightly higher delay, which is expected due to background growth. The results of the intersection operational analysis are summarized in **Table 8** and detailed Synchro reports are attached in **Appendix C**.

**Table 8: Level of Service and Delay for No-Build Scenario (2033)**

| Intersection | Control | Approach | Delay (LOS) | |
|---|---|---|---|---|
| | | | AM | PM |
| Yellow Creek Road at H Abercrombie Road | Minor Street Stop Control | NB | 8.6 (A) | 8.7 (A) |
| | | SB | 9.1 (A) | 8.9 (A) |
| Yellow Creek Road at Fitts Road | Minor Street Stop Control | SB | 9.1 (A) | 9.5 (A) |
| SR 60 at Walden Road | Minor Street Stop Control | NB | 16.1 (C) | 15.4 (C) |
| | | SB | 13.7 (B) | 15.3 (C) |
| SR 60 at Yellow Creek Road | Minor Street Stop Control | EB | 12.7 (B) | 10.9 (B) |

## PROPOSED DEVELOPMENT

The Yellow Creek Road single family residential development will be built along the north side of Yellow Creek Road to the west of SR 60. The development includes 253 detached single-family residential homes. The site will be accessed by two new driveways along Yellow Creek Road. Driveway A will be the western access and is expected to serve 70% of the units. Driveway B will be the eastern access and will serve the remaining 30% of the units. This study analyzes traffic impact upon the full build-out of the proposed development, which is planned for 2033.

## Trip Generation

The number of trips expected to be generated from the proposed development were estimated based on the method defined in the ITE *Trip Generation Manual, 11th Edition*. Due to the nature of land use of the development, no pass-by trip reductions are anticipated for the trips generated from the development. The trip generation for the proposed development is summarized in **Table 9**, and the trip generation reports are attached in **Appendix E**.

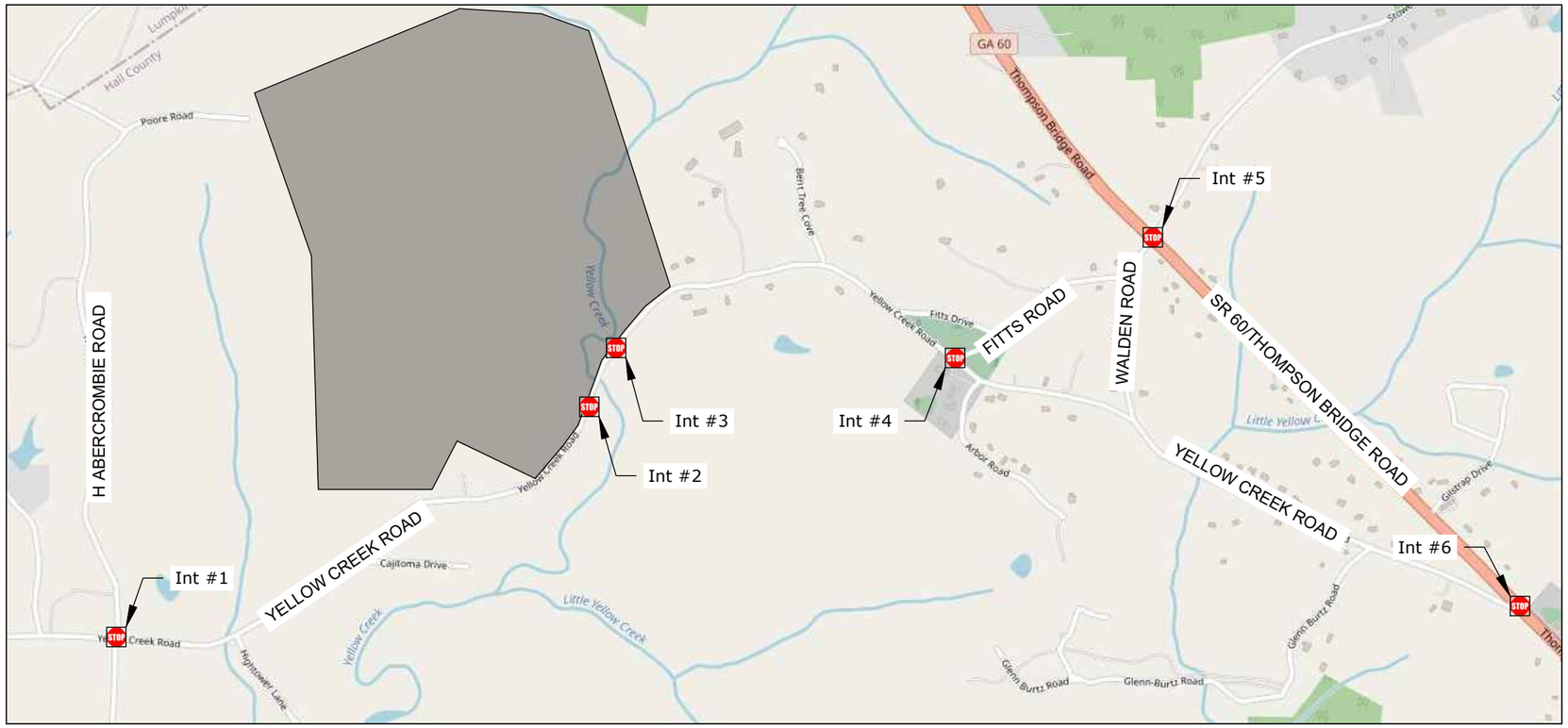
**Table 9: Proposed Site Trip Generation**

| Land Use (ITE Code) | Unit of Measure | Daily Traffic | | | AM Peak Hour | | | PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Enter | Exit | Total | Enter | Exit | Total | Enter | Exit | Total |
| Single-Family Detached Housing (210) | 253 Units | 1,185 | 1,185 | 2,370 | 43 | 130 | 173 | 150 | 88 | 238 |

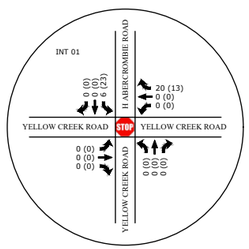
## Trip Distribution and Assignment

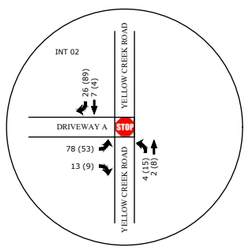
The trips expected to be generated from the proposed development were distributed on the roadway network in the study area. The proposed distribution is based on historical counts and observed traffic patterns in the area. Trips generated by the development assigned to the study network are shown in **Figure 5**.

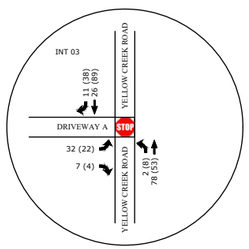
| JURISDICTION | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| HALL COUNTY, GA | 1193-25-031 | | |

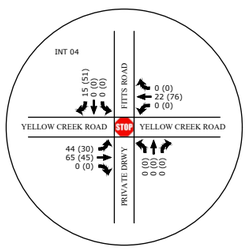


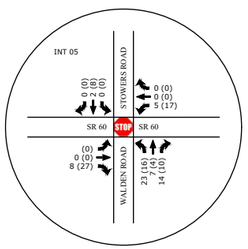

Legend: AM (PM)

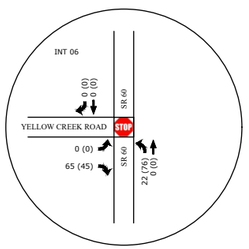



| | | | | | |
|---|---|---|---|---|---|
| | | FIGURE 5 | SOUTHEASTERN ENGINEERING, INC. 2470 Sandy Plains Road Marietta, Georgia 30066 tel: 770-971-1936 www.segamarietta.com | SITE GENERATED PEAK HOUR TRIPS | REVISION DATES<br>DATE:<br>YELLOW CREEK ROAD DEVELOPMENT |

DRAWING NAME: I:\1193 Cook Development\1193-25-031 Yellow Creek Rd Dev Traffic Study\Traffic\DWG\Figures.dwg
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## Auxiliary Lane Analysis

The need for auxiliary lanes on Yellow Creek Road at the development driveways were evaluated based on the guidelines from GDOT's *Regulations for Driveway and Encroachment Control* manual. Auxiliary lanes are recommended on approaches to intersections when the daily turning traffic volumes meet or exceed volume thresholds defined in the GDOT manual.

Based on the GDOT manual, a left-turn lane is recommended at an intersection if the threshold values as shown in **Table 10** are met or exceeded.

**Table 10: Left-Turn Lane Requirements**

| Posted Speed | 2 Lane Routes | | More than 2 Lanes on Main Road | |
|---|---|---|---|---|
| | ADT | | ADT | |
| | < 6,000 | ≥ 6,000 | < 10,000 | ≥ 10,000 |
| 35 MPH or Less | 300 LTV a day | 200 LTV a day | 400 LTV a day | 300 LTV a day |
| 40 to 50 MPH | 250 LTV a day | 175 LTV a day | 325 LTV a day | 250 LTV a day |
| ≥ 55 MPH | 200 LTV a day | 150 LTV a day | 250 LTV a day | 200 LTV a day |

Based on the GDOT manual, a right-turn lane is recommended at an intersection if the threshold values as shown in **Table 11** are met or exceeded.

**Table 11: Right-Turn Lane Requirements**

| Posted Speed | 2 Lane Routes | | More than 2 Lanes on Main Road | |
|---|---|---|---|---|
| | ADT | | ADT | |
| | < 6,000 | ≥6,000 | <10,000 | ≥10,000 |
| 35 MPH or Less | 200 RTV a day | 100 RTV a day | 200 RTV a day | 100 RTV a day |
| 40 to 50 MPH | 150 RTV a day | 75 RTV a day | 150 RTV a day | 75 RTV a day |
| 55 to 60 MPH | 100 RTV a day | 50 RTV a day | 100 RTV a day | 50 RTV a day |
| ≥65 MPH | Always | Always | Always | Always |

Yellow Creek Road is a two-lane roadway with a posted speed limit of 45 mph, and an average daily traffic (ADT) volume of approximately 772 vehicles per day (vpd). With background growth and the development generated traffic the future year (2033) average daily traffic will not exceed 6,000 vpd. Therefore, the threshold for a left-turn lane is set at 250 LTV per day, and the threshold for a right-turn lane is set at 150 RTV per day.

The results for the auxiliary lane analysis are shown in **Table 12**. Based on the estimated daily turning volumes right turn lanes are warranted on Yellow Creek Road at both Driveway A and Driveway B. Let turn lanes are not warranted at either driveway. The warranted turn lanes will be used in the build analysis.

**Table 12: Results for Auxiliary Lane Analysis**

| Intersection | Turning Movement Thresholds (vpd) | | Expected Turning Volumes (vpd) | |
|---|---|---|---|---|
| | LTV | RTV | LTV | RTV |
| Yellow Creek Road at Driveway A | 250 | 150 | 119 | 711 |
| Yellow Creek Road at Driveway B | 250 | 150 | 59 | 296 |

## FUTURE CONDITIONS- WITH THE PROPOSED DEVELOPMENT (BUILD)

To assess the traffic impact of the development, the site-generated trips were added to the future background traffic, and the combined volumes were analyzed.

### Future Build Traffic Volumes

This future build analysis was conducted to determine any impacts to the study intersections resulting from traffic from the full build-out of the development. The site-generated trips assigned to the adjacent roadway network were added to the background traffic volumes and are presented in **Figure 6.**

### Future Build Level of Service

The level of service criteria discussed in the prior sections was applied to the study intersections to determine the impacts of 2033 background traffic volumes plus total site-generated volumes and the addition of the proposed site driveways. The future build operational analysis was conducted to determine any impacts to the study intersections resulting from traffic generated after the full build-out of the proposed development.

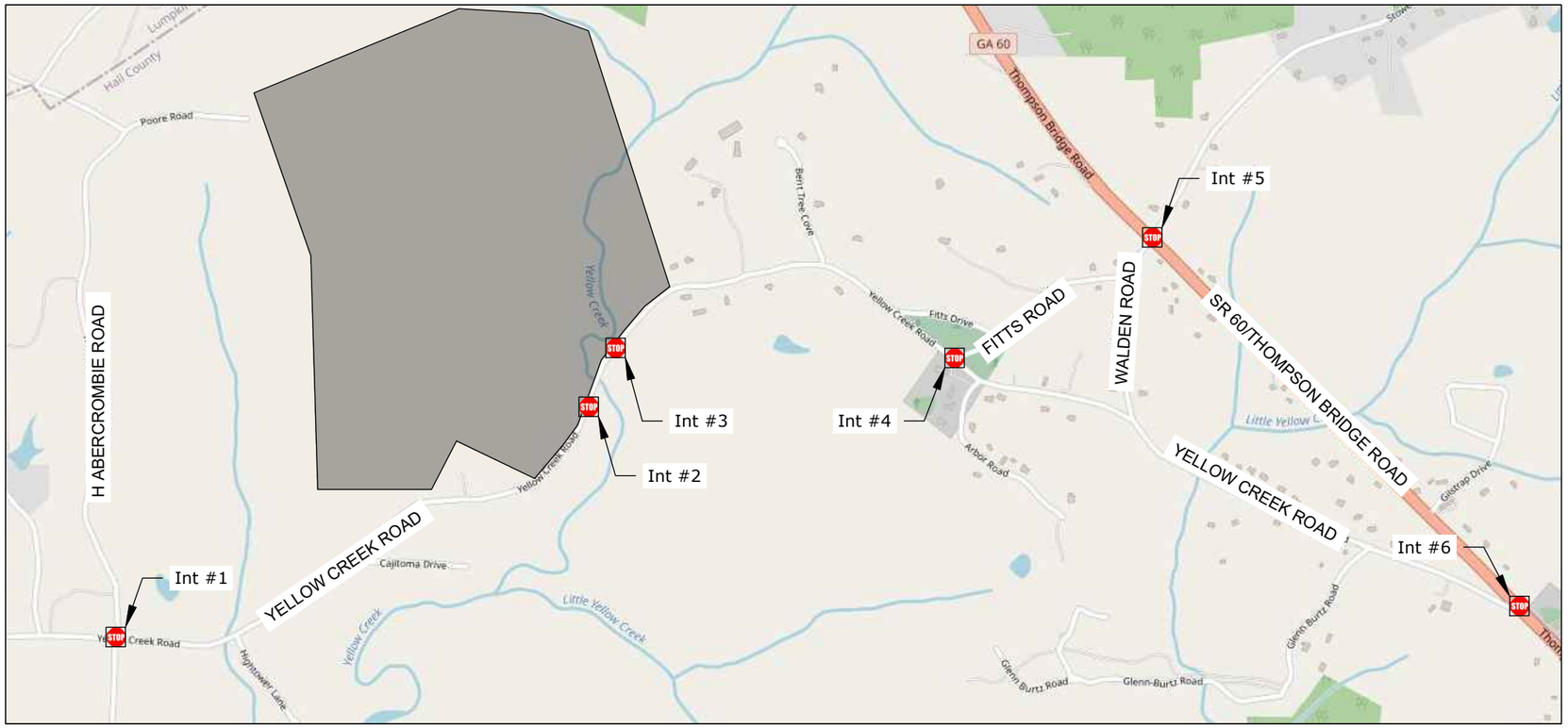
The future build intersection operational analysis was conducted for the study network, with existing geometric configuration and intersection controls with the addition of the Yellow Creek Road development traffic and driveways. The existing intersections and their approaches are expected to operate at the same levels of service with the addition of the development traffic. The site driveways are expected to operate at an acceptable level of service, LOS A and LOS B, during peak periods. The results of the intersection capacity analysis are summarized in **Table 13**, and detailed Synchro reports are attached in **Appendix C**.

**Table 13: Level of Service and Delay for Build Scenario (2033)**

| Intersection | Control | Approach | Delay (LOS) | |
|---|---|---|---|---|
| | | | AM | PM |
| Yellow Creek Road at H Abercrombie Road | Minor Street Stop Control | NB | 8.6 (A) | 8.7 (A) |
| | | SB | 9.3 (A) | 9.3 (A) |
| Yellow Creek Road at Driveway A | Minor Street Stop Control | EB | 9.3 (A) | 9.5 (A) |
| Yellow Creek Road at Driveway B | Minor Street Stop Control | EB | 9.5 (A) | 10.1 (B) |
| Yellow Creek Road at Fitts Road | Minor Street Stop Control | SB | 8.8 (A) | 9.6 (A) |
| SR 60 at Walden Road | Minor Street Stop Control | NB | 18.2 (C) | 19.0 (C) |
| | | SB | 14.8 (B) | 18.8 (C) |
| SR 60 at Yellow Creek Road | Minor Street Stop Control | EB | 14.0 (B) | 11.4 (B) |

The 95th percentile queues were reviewed on Yellow Creek Road at the driveway intersection to determine whether the standard storage length recommended by GDOT would be sufficient to accommodate the queue. The analysis shows that during both peak periods, the expected right turn queues will be less than or equal to one vehicle, which is approximately 25 feet, at the site driveway. The standard GDOT storage lengths will be acceptable for the turn lanes.

| JURISDICTION | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
|---|---|---|---|
| HALL COUNTY, GA | 1193-25-031 | | |




Legend: AM (PM)

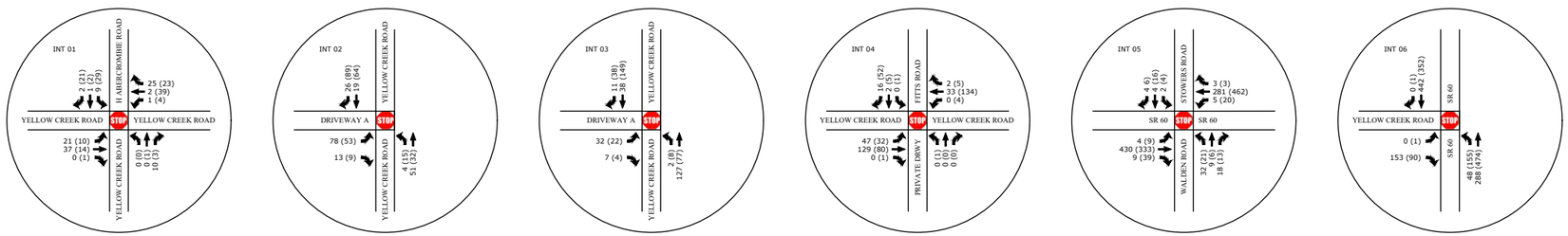



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FIGURE 6

SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road
Marietta, Georgia 30066
tel: 770-971-1936
www.sengineering.com

BUILD (2033) PEAK HOUR VOLUMES

| REVISION DATES | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

DATE:

YELLOW CREEK ROAD DEVELOPMENT

## CONCLUSION AND RECOMMENDATIONS

The proposed Yellow Creek Road detached single-family homes development is located in Hall County, GA. The development will be built along the north side of Yellow Creek Road to the west of SR 60/Thompson Bridge Road. The development includes 253 detached single-family homes. The site will be accessed by two new driveways along Yellow Creek Road. Driveway A will be the western access and Driveway B will be the eastern access. The full build-out of the proposed development is planned for 2033. This study analyzed the peak hour traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine the intersection control for the proposed driveway.

The existing study intersections are operating at overall acceptable levels of service under existing conditions and continue to operate acceptably in the future no-build condition. In the build condition, with future year traffic volumes and added traffic from the Yellow Creek Road development, the study intersections and their approaches are expected to continue to operate at the same levels of service as they do in the no-build condition with the addition of the development traffic. The site driveways are expected to operate at an acceptable level of service, LOS A and LOS B, during peak periods with minor street stop control.

The existing intersection of SR 60/Thompson Bridge Road at Yellow Creek Road is expected to service most of the trips generated by the development. The added trips will not have an impact on the intersection's level of service.

The recommended driveway configuration and control type for the development are listed below:

Yellow Creek Road at Driveway A

- Driveway A should be minor street stop controlled.
- Driveway A should have two lanes, one entry and one exit lane.
- Provide a southbound right turn lane on Yellow Creek Road, per GDOT minimum design standards.

Yellow Creek Road at Driveway B

- Driveway B should be minor street stop controlled.
- Driveway B should have two lanes, one entry and one exit lane.
- Provide a southbound right turn lane on Yellow Creek Road, per GDOT minimum design standards.

No roadway improvements are recommended for this development.

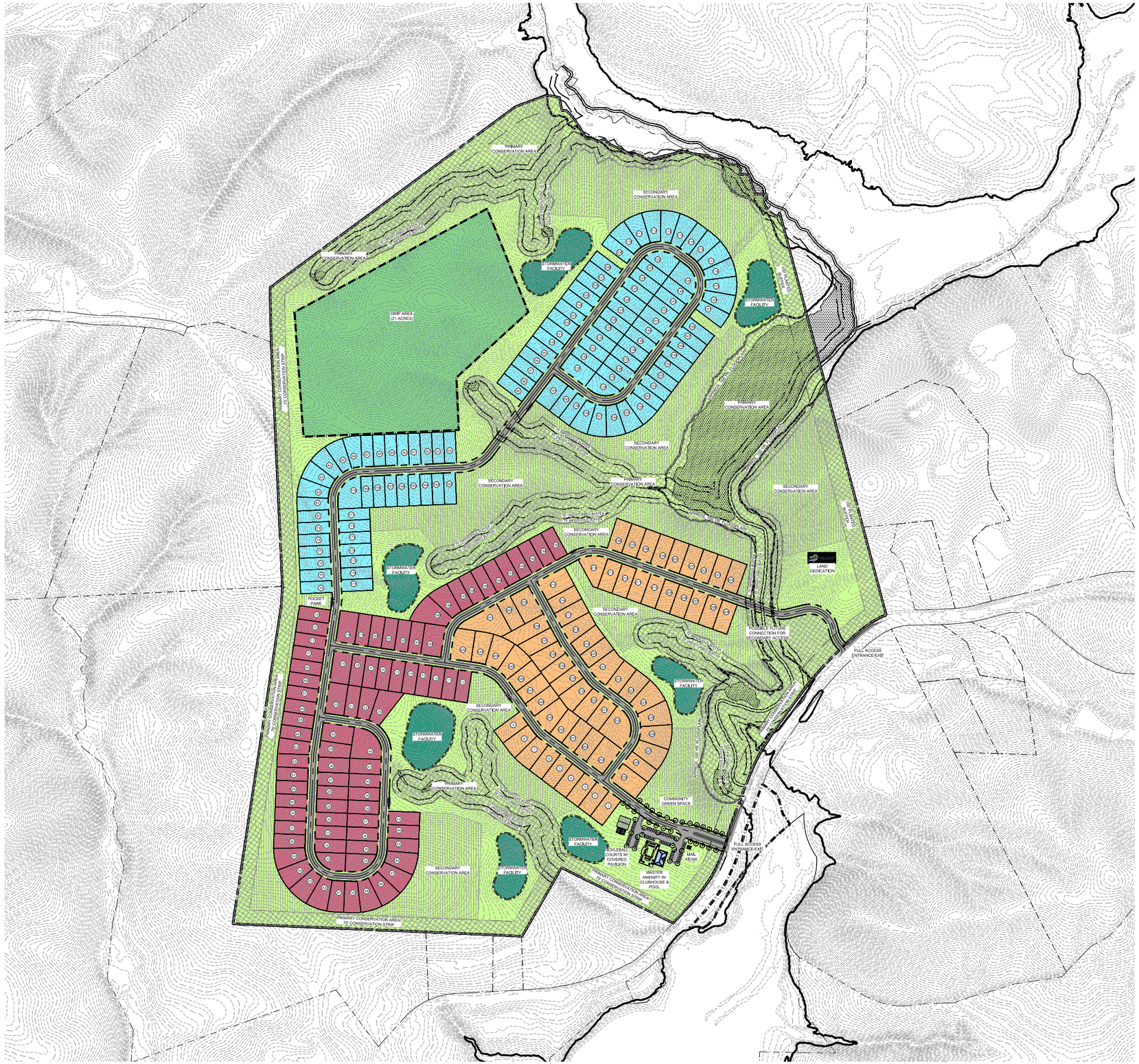
# APPENDICES

- **Appendix A**
  - Site Plan
- **Appendix B**
  - Background Traffic Data
- **Appendix C**
  - Synchro Reports
- **Appendix D**
  - Growth Rate Data
- **Appendix E**
  - Trip Generation Report

# Appendix A

# Site Plan

This drawing is the property of Planners and Engineers Collaborative and is not to be copied in whole or in part. It is not to be used on any other project and is to be returned upon request. ©Planners and Engineers Collaborative



SITE LOCATION MAP
NOT TO SCALE

FEMA FIRM MAP
NOT TO SCALE

| SITE DATA: | |
|---|---|
| SITE AREA | ±253.58 ACRES |
| 100 YEAR FLOODPLAIN AREA | ±17.86 ACRES |
| **ZONING** | |
| EXISTING ZONING | AR-1 |
| PROPOSED ZONING | R-1 / CS (CONSERVATION SUBDIVISION) |
| ZONING JURISDICTION | HALL COUNTY, GEORGIA |
| **SETBACK REQUIREMENTS** | |
| FRONT SETBACK | 30 FEET |
| SIDE SETBACK | 10 FEET |
| REAR SETBACK | 20 FEET |
| REQUIRED BUFFERS | 50 FEET |
| **DEVELOPMENT STANDARDS** | |
| MIN. LOT AREA | 26,196 SF |
| MIN. LOT WIDTH | 60 FEET |
| MAX. BUILDING HEIGHT | 50 FEET |
| 62' X 165' DETACHED SINGLE FAMILY LOTS PROVIDED (10,230 SF TYP.) | 104 LOTS |
| 70' X 165' DETACHED SINGLE FAMILY LOTS PROVIDED (11,550 SF TYP.) | 82 LOTS |
| 80' X 165' DETACHED SINGLE FAMILY LOTS PROVIDED (13,200 SF TYP.) | 67 LOTS |
| TOTAL RESIDENTIAL LOTS PROVIDED | 253 LOTS |
| TOTAL SITE DENSITY PROVIDED | 1.0 DUA |
| MAX. SITE DENSITY ALLOWED | 253 LOTS |
| **OPEN SPACE CALCULATIONS** | |
| OPEN SPACE REQUIRED | 101.43 ACRES (40% OF GROSS LOT AREA) |
| OPEN SPACE PROVIDED | 107.29 ACRES (42.3% OF GROSS LOT AREA) |
| PRIMARY CONSERVATION AREA PROVIDED | 65.57 ACRES (61.1% OF TOTAL OPEN SPACE) |
| SECONDARY CONSERVATION AREA PROVIDED | 41.72 ACRES (38.9% OF TOTAL OPEN SPACE) |
| **PARKING REQUIREMENTS** | |
| TOTAL PARKING REQUIRED | 506 SPACES (2 SPACES/ DWELLING UNIT) |
| RESIDENTIAL PARKING PROVIDED | 1,012 SPACES (2 GARAGE + 2 DRIVEWAY SP.) |

## LEGEND:

- PRIMARY CONSERVATION AREA
- SECONDARY CONSERVATION AREA
- 60' LOTS
- 70' LOTS
- 80' LOTS

24 HOUR CONTACT:
LUKE PRESSLEY

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PEACHTREE CORNERS, GA 30092

PROJECT

# YELLOW CREEK RD. at BENT TREE COVE

A MASTER PLANNED RESIDENTIAL DEVELOPMENT
AT
6266 YELLOW CREEK ROAD
MURRAYVILLE, GEORGIA 30564

HALL COUNTY JURISDICTION

FOR
COOK CONSTRUCTION/ REAL ESTATE

MUNICIPALITY PROJECT #

## REVISIONS

| NO. | DATE | BY | DESCRIPTION |
|---|---|---|---|
| | | | |

THIS SEAL IS ONLY VALID IF COUNTER SIGNED AND DATED WITH AN ORIGINAL SIGNATURE.

GEORGIA REGISTERED No. 34393 PROFESSIONAL ENGINEER KENNETH J. WOOD

GSWCC LEVEL II DESIGN PROFESSIONAL CERTIFICATION # 0000059389 EXP. 10/31/2027

## REZONING MASTER PLAN

0 125 250 500 750

SCALE: 1" = 250'
DATE: 02/07/2025
PROJECT: 25015.00

GRID NORTH
GEORGIA WEST ZONE

Z1A
SHEET

C:\Users\kwood\Planners & Engineers Collaborative\2025 Z1 Site Concept - Z1 CS.dwg - kenthewood - 2/7/2025 12:43 PM

# Appendix B

# Traffic Counts Summary Sheets

# Bi-Directional Class Count

# Yellow Creek Road west of H Abercrombie Road

## Bi-Directional Class Count || NB EB 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Wednesday, March 12, 2025

**Weather**
Fair
58°F

**Lat/Long**
34.423773°, -83.953811°

Click here for Detailed Weather

Click here for Map

**0000 - 2400 (Weekday 24h Session) (03-12-2025)**
NB EB 15min

| | Eastbound (Movement 1.1) | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0015 - 0030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0330 - 0345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0345 - 0400 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| 0400 - 0415 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0415 - 0430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0430 - 0445 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0445 - 0500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 0500 - 0515 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0515 - 0530 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0530 - 0545 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0545 - 0600 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 12 |
| 0600 - 0615 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0615 - 0630 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0630 - 0645 | 0 | 5 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0645 - 0700 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 16 |
| 0700 - 0715 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 0715 - 0730 | 0 | 13 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | |
| 0730 - 0745 | 0 | 7 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 0745 - 0800 | 0 | 7 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 46 |
| 0800 - 0815 | 0 | 6 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0815 - 0830 | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 0830 - 0845 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 0845 - 0900 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 29 |
| 0900 - 0915 | 0 | 6 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0915 - 0930 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0930 - 0945 | 0 | 3 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 0945 - 1000 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 22 |
| 1000 - 1015 | 0 | 5 | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 1015 - 1030 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1030 - 1045 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1045 - 1100 | 0 | 2 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 29 |
| 1100 - 1115 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1115 - 1130 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1130 - 1145 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1145 - 1200 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 16 |
| 1200 - 1215 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1215 - 1230 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1230 - 1245 | 0 | 3 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1245 - 1300 | 0 | 5 | 5 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 29 |
| 1300 - 1315 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1315 - 1330 | 0 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1330 - 1345 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1345 - 1400 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 29 |
| 1400 - 1415 | 0 | 4 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1415 - 1430 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1430 - 1445 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1445 - 1500 | 0 | 5 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 28 |
| 1500 - 1515 | 1 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1515 - 1530 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1530 - 1545 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1545 - 1600 | 0 | 3 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 21 |
| 1600 - 1615 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1615 - 1630 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1630 - 1645 | 1 | 4 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1645 - 1700 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 19 |
| 1700 - 1715 | 0 | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1715 - 1730 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1730 - 1745 | 0 | 7 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1745 - 1800 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 25 |
| 1800 - 1815 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1815 - 1830 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1830 - 1845 | 0 | 8 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1845 - 1900 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 3 | 28 |
| 1900 - 1915 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1915 - 1930 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 1930 - 1945 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1945 - 2000 | 0 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 12 |
| 2000 - 2015 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 2015 - 2030 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 2030 - 2045 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2045 - 2100 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 9 |
| 2100 - 2115 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 2115 - 2130 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 2130 - 2145 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2145 - 2200 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 6 |
| 2200 - 2215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2215 - 2230 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2230 - 2245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2245 - 2300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2330 - 2345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2345 - 0000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| Session Total | 2 | 237 | 118 | 5 | 17 | 1 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 382 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.02 | 2.47 | 1.23 | 0.05 | 0.18 | 0.01 | 0.00 | 0.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.98 |
| Session Percentage | 0.52 | 62.04 | 30.89 | 1.31 | 4.45 | 0.26 | 0.00 | 0.52 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | - | 0700 - 0800 | 0945 - 1045 | 0545 - 0645 | 0715 - 0815 | 0845 - 0945 | - | - | - | - | - | - | - | 0700 - 0800 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 0 | 34 | 12 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 46 |
| AM Peak %age | 0.00 | 73.91 | 26.09 | 2.17 | 2.17 | 2.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Noon Peak Hour | 1415 - 1515 | 1300 - 1400 | 1230 - 1330 | 1400 - 1500 | 1200 - 1300 | - | - | - | - | - | - | - | - | 1230 - 1330 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 1 | 18 | 16 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35 |
| Noon Peak %age | 2.86 | 51.43 | 45.71 | 5.71 | 8.57 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| PM Peak Hour | 1500 - 1600 | 1800 - 1900 | 1545 - 1645 | 1545 - 1645 | 1545 - 1645 | - | - | 1845 - 1945 | - | - | - | - | - | 1745 - 1845 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 1 | 20 | 11 | 1 | 3 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 28 |
| PM Peak %age | 3.57 | 71.43 | 39.29 | 3.57 | 10.71 | 0.00 | 0.00 | 7.14 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| User Peak Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| User Peak %age | 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 | |

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Thursday, March 13, 2025

**Lat/Long**
34.423773°, -83.953811°

**Weather**
Fair
61°F

Click here for Detailed Weather

**0000 - 2400 (Weekday 24h Session) (03-13-2025)**
NB EB 15min

| | Eastbound (Movement 1,1) | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0015 - 0030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0330 - 0345 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0345 - 0400 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| 0400 - 0415 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0415 - 0430 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0430 - 0445 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0445 - 0500 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 6 |
| 0500 - 0515 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0515 - 0530 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0530 - 0545 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0545 - 0600 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 8 |
| 0600 - 0615 | 0 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0615 - 0630 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0630 - 0645 | 0 | 2 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0645 - 0700 | 0 | 4 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 22 |
| 0700 - 0715 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0715 - 0730 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 0730 - 0745 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0745 - 0800 | 0 | 7 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 38 |
| 0800 - 0815 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0815 - 0830 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0830 - 0845 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0845 - 0900 | 0 | 5 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 26 |
| 0900 - 0915 | 0 | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0915 - 0930 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 0930 - 0945 | 0 | 1 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0945 - 1000 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 22 |
| 1000 - 1015 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1015 - 1030 | 1 | 3 | 1 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1030 - 1045 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1045 - 1100 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 27 |
| 1100 - 1115 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1115 - 1130 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1130 - 1145 | 0 | 6 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1145 - 1200 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 29 |
| 1200 - 1215 | 0 | 6 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1215 - 1230 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1230 - 1245 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1245 - 1300 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 24 |
| 1300 - 1315 | 0 | 3 | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1315 - 1330 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1330 - 1345 | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1345 - 1400 | 0 | 4 | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 33 |
| 1400 - 1415 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1415 - 1430 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1430 - 1445 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1445 - 1500 | 0 | 2 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 19 |
| 1500 - 1515 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1515 - 1530 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1530 - 1545 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1545 - 1600 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 26 |
| 1600 - 1615 | 1 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1615 - 1630 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1630 - 1645 | 0 | 5 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1645 - 1700 | 0 | 4 | 4 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 28 |
| 1700 - 1715 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1715 - 1730 | 1 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 1730 - 1745 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1745 - 1800 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 27 |
| 1800 - 1815 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1815 - 1830 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1830 - 1845 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1845 - 1900 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 25 |
| 1900 - 1915 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 1915 - 1930 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1930 - 1945 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1945 - 2000 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 12 |
| 2000 - 2015 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2015 - 2030 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2030 - 2045 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2045 - 2100 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 13 |
| 2100 - 2115 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 2115 - 2130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2130 - 2145 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2145 - 2200 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 5 |
| 2200 - 2215 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 2215 - 2230 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2230 - 2245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2245 - 2300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2330 - 2345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2345 - 0000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

| Session Total | 4 | 246 | 128 | 5 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 397 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.04 | 2.56 | 1.33 | 0.05 | 0.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.14 |
| Session Percentage | 1.01 | 61.96 | 32.24 | 1.26 | 3.53 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | 0930 - 1030 | 0715 - 0815 | 0815 - 0915 | 0545 - 0645 | 0930 - 1030 | - | - | - | - | - | - | - | - | 0715 - 0815 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 1 | 31 | 12 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 |
| AM Peak %age | 2.50 | 77.50 | 30.00 | 2.50 | 7.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Noon Peak Hour | 1000 - 1100 | 1130 - 1230 | 1300 - 1400 | 1400 - 1500 | 1000 - 1100 | - | - | - | - | - | - | - | - | 1300 - 1400 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 1 | 22 | 14 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 33 |
| Noon Peak %age | 3.03 | 66.67 | 42.42 | 6.06 | 6.06 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| PM Peak Hour | 1515 - 1615 | 1500 - 1600 | 1630 - 1730 | 1545 - 1645 | 1600 - 1700 | - | - | - | - | - | - | - | - | 1630 - 1730 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 1 | 20 | 12 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 35 |
| PM Peak %age | 2.86 | 57.14 | 34.29 | 2.86 | 8.57 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| User Peak Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| User Peak %age | 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 | |

# Bi-Directional Class Count || SB WB 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Wednesday, March 12, 2025

**Weather**
Fair
58°F

**Lat/Long**
34.423773°, -83.953811°

Click here for Detailed Weather

Click here for Map

**0000 - 2400 (Weekday 24h Session) (03-12-2025)**

SB WB 15min

| | Westbound (Movement 1.2) | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0015 - 0030 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0330 - 0345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0345 - 0400 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0400 - 0415 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0415 - 0430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0430 - 0445 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0445 - 0500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0500 - 0515 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0515 - 0530 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0530 - 0545 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0545 - 0600 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 0600 - 0615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0615 - 0630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0630 - 0645 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0645 - 0700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 0700 - 0715 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0715 - 0730 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0730 - 0745 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0745 - 0800 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 8 |
| 0800 - 0815 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0815 - 0830 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0830 - 0845 | 0 | 4 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0845 - 0900 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 19 |
| 0900 - 0915 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0915 - 0930 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0930 - 0945 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0945 - 1000 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 13 |
| 1000 - 1015 | 0 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1015 - 1030 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1030 - 1045 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1045 - 1100 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 18 |
| 1100 - 1115 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1115 - 1130 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1130 - 1145 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1145 - 1200 | 0 | 4 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 21 |
| 1200 - 1215 | 0 | 6 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1215 - 1230 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 1230 - 1245 | 0 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1245 - 1300 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 22 |
| 1300 - 1315 | 0 | 8 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 1315 - 1330 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1330 - 1345 | 0 | 7 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 1345 - 1400 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 30 |
| 1400 - 1415 | 0 | 3 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1415 - 1430 | 1 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1430 - 1445 | 0 | 3 | 4 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1445 - 1500 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 29 |
| 1500 - 1515 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1515 - 1530 | 0 | 7 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1530 - 1545 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1545 - 1600 | 1 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 34 |
| 1600 - 1615 | 0 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1615 - 1630 | 0 | 8 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 1630 - 1645 | 0 | 6 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1645 - 1700 | 0 | 11 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | 47 |
| 1700 - 1715 | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1715 - 1730 | 0 | 8 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1730 - 1745 | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1745 - 1800 | 0 | 9 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 41 |
| 1800 - 1815 | 0 | 9 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 1815 - 1830 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1830 - 1845 | 0 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1845 - 1900 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 33 |
| 1900 - 1915 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 1915 - 1930 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1930 - 1945 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1945 - 2000 | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 17 |
| 2000 - 2015 | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 2015 - 2030 | 0 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2030 - 2045 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 2045 - 2100 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 23 |
| 2100 - 2115 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2115 - 2130 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2130 - 2145 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2145 - 2200 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 12 |
| 2200 - 2215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2215 - 2230 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 2230 - 2245 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2245 - 2300 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 4 |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2330 - 2345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2345 - 0000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

| Session Total | 3 | 228 | 126 | 6 | 10 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 375 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.03 | 2.38 | 1.31 | 0.06 | 0.10 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.91 |
| Session Percentage | 0.80 | 60.80 | 33.60 | 1.60 | 2.67 | 0.27 | 0.00 | 0.27 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | - | 0745 - 0845 | 0915 - 1015 | 0630 - 0730 | 0915 - 1015 | 0745 - 0845 | - | 0715 - 0815 | - | - | - | - | - | 0745 - 0845 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 0 | 11 | 10 | 2 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 22 |
| AM Peak %age | 0.00 | 50.00 | 45.45 | 9.09 | 4.55 | 4.55 | 0.00 | 4.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Noon Peak Hour | 1330 - 1430 | 1245 - 1345 | 1430 - 1530 | 1345 - 1445 | 1145 - 1245 | - | - | - | - | - | - | - | - | 1245 - 1345 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 1 | 23 | 14 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 34 |
| Noon Peak %age | 2.94 | 67.65 | 41.18 | 5.88 | 8.82 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| PM Peak Hour | 1500 - 1600 | 1715 - 1815 | 1500 - 1600 | 1545 - 1645 | 1930 - 2030 | - | - | - | - | - | - | - | - | 1615 - 1715 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 1 | 32 | 16 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 49 |
| PM Peak %age | 2.04 | 65.31 | 32.65 | 4.08 | 4.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| User Peak Volume | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| User Peak %age | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Thursday, March 13, 2025

**Lat/Long**
34.423773°, -83.953811°

**Weather**
Fair
61°F

Click here for Detailed Weather

**0000 - 2400 (Weekday 24h Session) (03-13-2025)**
SB WB 15min

| | Westbound (Movement 1,2) | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0015 - 0030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0330 - 0345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0345 - 0400 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0400 - 0415 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0415 - 0430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0430 - 0445 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0445 - 0500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0500 - 0515 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0515 - 0530 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0530 - 0545 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0545 - 0600 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0600 - 0615 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0615 - 0630 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0630 - 0645 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0645 - 0700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 0700 - 0715 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0715 - 0730 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0730 - 0745 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0745 - 0800 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 13 |
| 0800 - 0815 | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 0815 - 0830 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0830 - 0845 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 0845 - 0900 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 17 |
| 0900 - 0915 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0915 - 0930 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0930 - 0945 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0945 - 1000 | 0 | 0 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 11 |
| 1000 - 1015 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 1015 - 1030 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1030 - 1045 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 1045 - 1100 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 8 |
| 1100 - 1115 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 1115 - 1130 | 0 | 4 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1130 - 1145 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1145 - 1200 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 24 |
| 1200 - 1215 | 0 | 1 | 4 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1215 - 1230 | 0 | 8 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 11 | |
| 1230 - 1245 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1245 - 1300 | 0 | 2 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 32 |
| 1300 - 1315 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1315 - 1330 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1330 - 1345 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1345 - 1400 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 22 |
| 1400 - 1415 | 0 | 2 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1415 - 1430 | 0 | 9 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1430 - 1445 | 0 | 5 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1445 - 1500 | 0 | 7 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 31 |
| 1500 - 1515 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1515 - 1530 | 1 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1530 - 1545 | 0 | 9 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1545 - 1600 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 37 |
| 1600 - 1615 | 0 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1615 - 1630 | 0 | 10 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | |
| 1630 - 1645 | 0 | 7 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1645 - 1700 | 0 | 8 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 48 |
| 1700 - 1715 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 1715 - 1730 | 1 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1730 - 1745 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1745 - 1800 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 35 |
| 1800 - 1815 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1815 - 1830 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1830 - 1845 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1845 - 1900 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 24 |
| 1900 - 1915 | 0 | 3 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1915 - 1930 | 0 | 10 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 1930 - 1945 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 1945 - 2000 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 35 |
| 2000 - 2015 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2015 - 2030 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2030 - 2045 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 2045 - 2100 | 0 | 9 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 20 |
| 2100 - 2115 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2115 - 2130 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2130 - 2145 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 2145 - 2200 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 18 |
| 2200 - 2215 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 2215 - 2230 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 2230 - 2245 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2245 - 2300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2330 - 2345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2345 - 0000 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |

| Session Total | 8 | 247 | 119 | 5 | 8 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 388 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.08 | 2.57 | 1.24 | 0.05 | 0.08 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 4.04 |
| Session Percentage | 2.06 | 63.66 | 30.67 | 1.29 | 2.06 | 0.00 | 0.00 | 0.00 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | - | 0745 - 0845 | 0745 - 0845 | 0630 - 0730 | 0615 - 0715 | - | - | - | - | - | - | - | - | 0745 - 0845 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 0 | 10 | 12 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 |
| AM Peak %age | 0.00 | 45.45 | 54.55 | 9.09 | 4.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Noon Peak Hour | 1430 - 1530 | 1415 - 1515 | 1200 - 1300 | 1345 - 1445 | 1115 - 1215 | - | - | - | 1130 - 1230 | - | - | - | - | 1445 - 1545 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 1 | 24 | 12 | 2 | 4 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 37 |
| Noon Peak %age | 2.70 | 64.86 | 32.43 | 5.41 | 10.81 | 0.00 | 0.00 | 0.00 | 2.70 | 0.00 | 0.00 | 0.00 | 0.00 | |

| PM Peak Hour | 1645 - 1745 | 1530 - 1630 | 1530 - 1630 | 1530 - 1630 | 1600 - 1700 | - | - | - | - | - | - | - | - | 1530 - 1630 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 7 | 30 | 18 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 49 |
| PM Peak %age | 14.29 | 61.22 | 36.73 | 2.04 | 4.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| User Peak Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| User Peak %age | 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 | |

## Bi-Directional Class Count || Bi-Directional 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Wednesday, March 12, 2025

**Lat/Long**
34.423773°, -83.953811°

**Weather**
Fair
58°F

Click here for Detailed Weather

**0000 - 2400 (Weekday 24h Session) (03-12-2025)**
Bi-Directional 15min

| | Bi-Directional 15min | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0015 - 0030 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0330 - 0345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0345 - 0400 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| 0400 - 0415 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0415 - 0430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0430 - 0445 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0445 - 0500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 0500 - 0515 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0515 - 0530 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0530 - 0545 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0545 - 0600 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 13 |
| 0600 - 0615 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0615 - 0630 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 0630 - 0645 | 0 | 5 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0645 - 0700 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 17 |
| 0700 - 0715 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 0715 - 0730 | 0 | 13 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | |
| 0730 - 0745 | 0 | 7 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 0745 - 0800 | 0 | 9 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 54 |
| 0800 - 0815 | 0 | 8 | 3 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 0815 - 0830 | 0 | 8 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 0830 - 0845 | 0 | 7 | 6 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 0845 - 0900 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 48 |
| 0900 - 0915 | 0 | 6 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0915 - 0930 | 0 | 3 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0930 - 0945 | 0 | 5 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 0945 - 1000 | 0 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 35 |
| 1000 - 1015 | 0 | 7 | 7 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1015 - 1030 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1030 - 1045 | 0 | 7 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1045 - 1100 | 0 | 5 | 5 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 47 |
| 1100 - 1115 | 0 | 2 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1115 - 1130 | 0 | 11 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1130 - 1145 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1145 - 1200 | 0 | 6 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 37 |
| 1200 - 1215 | 0 | 11 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 1215 - 1230 | 0 | 4 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1230 - 1245 | 0 | 5 | 7 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 1245 - 1300 | 0 | 11 | 6 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | 51 |
| 1300 - 1315 | 0 | 12 | 9 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | |
| 1315 - 1330 | 0 | 6 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1330 - 1345 | 0 | 11 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 1345 - 1400 | 0 | 6 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 59 |
| 1400 - 1415 | 0 | 7 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | |
| 1415 - 1430 | 1 | 7 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1430 - 1445 | 0 | 9 | 6 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 1445 - 1500 | 0 | 7 | 4 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 57 |
| 1500 - 1515 | 1 | 6 | 6 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 1515 - 1530 | 0 | 10 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1530 - 1545 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1545 - 1600 | 1 | 5 | 6 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 55 |
| 1600 - 1615 | 0 | 7 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 1615 - 1630 | 0 | 8 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 1630 - 1645 | 1 | 10 | 6 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | |
| 1645 - 1700 | 0 | 12 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 66 |
| 1700 - 1715 | 0 | 9 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1715 - 1730 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1730 - 1745 | 0 | 13 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | |
| 1745 - 1800 | 0 | 10 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 66 |
| 1800 - 1815 | 0 | 12 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | |
| 1815 - 1830 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1830 - 1845 | 0 | 13 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 1845 - 1900 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 9 | 61 |
| 1900 - 1915 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1915 - 1930 | 0 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 1930 - 1945 | 0 | 5 | 3 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1945 - 2000 | 1 | 5 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 29 |
| 2000 - 2015 | 0 | 8 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 2015 - 2030 | 0 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 2030 - 2045 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 2045 - 2100 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 32 |
| 2100 - 2115 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 2115 - 2130 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 2130 - 2145 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 2145 - 2200 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 18 |
| 2200 - 2215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2215 - 2230 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 2230 - 2245 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2245 - 2300 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 5 |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2330 - 2345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2345 - 0000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

| Session Total | 5 | 465 | 244 | 11 | 27 | 2 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 757 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.05 | 4.84 | 2.54 | 0.11 | 0.28 | 0.02 | 0.00 | 0.03 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 7.89 |
| Session Percentage | 0.66 | 61.43 | 32.23 | 1.45 | 3.57 | 0.26 | 0.00 | 0.40 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | - | 0715 - 0815 | 0915 - 1015 | 0630 - 0730 | 0915 - 1015 | 0745 - 0845 | - | 0715 - 0815 | - | - | - | - | - | 0715 - 0815 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 0 | 37 | 20 | 3 | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 57 |
| AM Peak %age | 0.00 | 64.91 | 35.09 | 5.26 | 3.51 | 1.75 | 0.00 | 1.75 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Noon Peak Hour | 1415 - 1515 | 1245 - 1345 | 1230 - 1330 | 1400 - 1500 | 1200 - 1300 | - | - | - | - | - | - | - | - | 1245 - 1345 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 2 | 40 | 24 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 67 |
| Noon Peak %age | 2.99 | 59.70 | 35.82 | 5.97 | 7.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| PM Peak Hour | 1500 - 1600 | 1715 - 1815 | 1615 - 1715 | 1545 - 1645 | 1900 - 2000 | - | - | 1845 - 1945 | - | - | - | - | - | 1615 - 1715 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 2 | 47 | 27 | 3 | 4 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 71 |
| PM Peak %age | 2.82 | 66.20 | 38.03 | 4.23 | 5.63 | 0.00 | 0.00 | 2.82 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| User Peak Volume | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| User Peak %age | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Thursday, March 13, 2025

**Lat/Long**
34.423773°, -83.953811°

**Weather**
Fair
61°F

Click here for Detailed Weather

**0000 - 2400 (Weekday 24h Session) (03-13-2025)**
Bi-Directional 15min

| | Bi-Directional 15min | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0015 - 0030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0330 - 0345 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0345 - 0400 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| 0400 - 0415 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0415 - 0430 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 0430 - 0445 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0445 - 0500 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 6 |
| 0500 - 0515 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 0515 - 0530 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | |
| 0530 - 0545 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 0545 - 0600 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 8 |
| 0600 - 0615 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0615 - 0630 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0630 - 0645 | 0 | 2 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0645 - 0700 | 0 | 4 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 25 |
| 0700 - 0715 | 0 | 4 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0715 - 0730 | 0 | 12 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 0730 - 0745 | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 0745 - 0800 | 0 | 11 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 51 |
| 0800 - 0815 | 0 | 8 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 0815 - 0830 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 0830 - 0845 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 0845 - 0900 | 0 | 8 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | 43 |
| 0900 - 0915 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 0915 - 0930 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 0930 - 0945 | 0 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 0945 - 1000 | 0 | 4 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 33 |
| 1000 - 1015 | 0 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1015 - 1030 | 1 | 4 | 3 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1030 - 1045 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 1045 - 1100 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 35 |
| 1100 - 1115 | 0 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1115 - 1130 | 0 | 5 | 4 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 1130 - 1145 | 0 | 9 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 1145 - 1200 | 0 | 12 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 53 |
| 1200 - 1215 | 0 | 7 | 8 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 1215 - 1230 | 0 | 12 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 16 | |
| 1230 - 1245 | 0 | 10 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1245 - 1300 | 0 | 4 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 56 |
| 1300 - 1315 | 0 | 7 | 6 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | |
| 1315 - 1330 | 0 | 7 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1330 - 1345 | 0 | 11 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1345 - 1400 | 0 | 9 | 6 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 55 |
| 1400 - 1415 | 0 | 4 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 1415 - 1430 | 0 | 12 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 | |
| 1430 - 1445 | 1 | 9 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1445 - 1500 | 0 | 9 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 50 |
| 1500 - 1515 | 0 | 6 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | |
| 1515 - 1530 | 1 | 11 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 1530 - 1545 | 0 | 13 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 21 | |
| 1545 - 1600 | 0 | 13 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | 63 |
| 1600 - 1615 | 1 | 7 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 | |
| 1615 - 1630 | 0 | 13 | 5 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | |
| 1630 - 1645 | 0 | 12 | 4 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | |
| 1645 - 1700 | 0 | 12 | 8 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 23 | 76 |
| 1700 - 1715 | 0 | 7 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1715 - 1730 | 2 | 10 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 19 | |
| 1730 - 1745 | 6 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | |
| 1745 - 1800 | 0 | 15 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | 62 |
| 1800 - 1815 | 0 | 8 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 | |
| 1815 - 1830 | 0 | 10 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | |
| 1830 - 1845 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | |
| 1845 - 1900 | 0 | 6 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 49 |
| 1900 - 1915 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | |
| 1915 - 1930 | 0 | 11 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 18 | |
| 1930 - 1945 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 1945 - 2000 | 0 | 5 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 47 |
| 2000 - 2015 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 2015 - 2030 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | |
| 2030 - 2045 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | |
| 2045 - 2100 | 0 | 12 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | 33 |
| 2100 - 2115 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 2115 - 2130 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2130 - 2145 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | |
| 2145 - 2200 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 23 |
| 2200 - 2215 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | |
| 2215 - 2230 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | |
| 2230 - 2245 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2245 - 2300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 2330 - 2345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| 2345 - 0000 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |

| Session Total | 12 | 493 | 247 | 10 | 22 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 785 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.13 | 5.14 | 2.57 | 0.10 | 0.23 | 0.00 | 0.00 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 8.18 |
| Session Percentage | 1.53 | 62.80 | 31.46 | 1.27 | 2.80 | 0.00 | 0.00 | 0.00 | 0.13 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | 0930 - 1030 | 0715 - 0815 | 0745 - 0845 | 0630 - 0730 | 0930 - 1030 | - | - | - | - | - | - | - | - | 0715 - 0815 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 1 | 37 | 19 | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 57 |
| AM Peak %age | 1.75 | 64.91 | 33.33 | 5.26 | 7.02 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| Noon Peak Hour | 1430 - 1530 | 1145 - 1245 | 1115 - 1215 | 1400 - 1500 | 1115 - 1215 | - | - | - | 1130 - 1230 | - | - | - | - | 1130 - 1230 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 2 | 41 | 20 | 4 | 5 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 63 |
| Noon Peak %age | 3.17 | 65.08 | 31.75 | 6.35 | 7.94 | 0.00 | 0.00 | 0.00 | 1.59 | 0.00 | 0.00 | 0.00 | 0.00 | |

| PM Peak Hour | 1645 - 1745 | 1530 - 1630 | 1530 - 1630 | 1545 - 1645 | 1600 - 1700 | - | - | - | - | - | - | - | - | 1600 - 1700 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 8 | 46 | 25 | 2 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 76 |
| PM Peak %age | 10.53 | 60.53 | 32.89 | 2.63 | 6.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| User Peak Volume | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| User Peak %age | 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 | |

## Bi-Directional Class Count || NB EB Average 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Lat/Long**
34.423773°, -83.953811°

**0000 - 2400 (Weekday 24h Session) (All Dates)**
NB EB Average 15min

| | NB EB Average 15min | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0015 - 0030 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0330 - 0345 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0345 - 0400 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | **2** |
| 0400 - 0415 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **2** | |
| 0415 - 0430 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0430 - 0445 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **2** | |
| 0445 - 0500 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | **5** |
| 0500 - 0515 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0515 - 0530 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 0530 - 0545 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 0545 - 0600 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | **10** |
| 0600 - 0615 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 0615 - 0630 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 0630 - 0645 | 0 | 4 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 0645 - 0700 | 0 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | **19** |
| 0700 - 0715 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 0715 - 0730 | 0 | 13 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **17** | |
| 0730 - 0745 | 0 | 7 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 0745 - 0800 | 0 | 7 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | **42** |
| 0800 - 0815 | 0 | 6 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 0815 - 0830 | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 0830 - 0845 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 0845 - 0900 | 0 | 5 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | **28** |
| 0900 - 0915 | 0 | 5 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 0915 - 0930 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 0930 - 0945 | 0 | 2 | 2 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 0945 - 1000 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | **22** |
| 1000 - 1015 | 0 | 5 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **10** | |
| 1015 - 1030 | 1 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1030 - 1045 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1045 - 1100 | 0 | 4 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | **28** |
| 1100 - 1115 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1115 - 1130 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1130 - 1145 | 0 | 4 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1145 - 1200 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | **23** |
| 1200 - 1215 | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 1215 - 1230 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 1230 - 1245 | 0 | 4 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1245 - 1300 | 0 | 4 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | **27** |
| 1300 - 1315 | 0 | 4 | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1315 - 1330 | 0 | 5 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1330 - 1345 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 1345 - 1400 | 0 | 5 | 4 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | **31** |
| 1400 - 1415 | 0 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1415 - 1430 | 0 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 1430 - 1445 | 1 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1445 - 1500 | 0 | 4 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | **24** |
| 1500 - 1515 | 1 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1515 - 1530 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1530 - 1545 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1545 - 1600 | 0 | 5 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | **24** |
| 1600 - 1615 | 1 | 2 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1615 - 1630 | 0 | 2 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1630 - 1645 | 1 | 5 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1645 - 1700 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | **24** |
| 1700 - 1715 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1715 - 1730 | 1 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1730 - 1745 | 0 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1745 - 1800 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | **26** |
| 1800 - 1815 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1815 - 1830 | 0 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1830 - 1845 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 1845 - 1900 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **5** | **27** |
| 1900 - 1915 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **2** | |
| 1915 - 1930 | 0 | 1 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 1930 - 1945 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 1945 - 2000 | 0 | 2 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | **12** |
| 2000 - 2015 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2015 - 2030 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2030 - 2045 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2045 - 2100 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | **11** |
| 2100 - 2115 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2115 - 2130 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 2130 - 2145 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 2145 - 2200 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | **6** |
| 2200 - 2215 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **2** | |
| 2215 - 2230 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 2230 - 2245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 2245 - 2300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **3** |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 2330 - 2345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 2345 - 0000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **1** |

| Session Total | 3 | 242 | 123 | 5 | 16 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **390** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.03 | 2.52 | 1.28 | 0.05 | 0.16 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **4.06** |
| Session Percentage | 0.77 | 62.00 | 31.58 | 1.28 | 3.98 | 0.13 | 0.00 | 0.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | 0930 - 1030 | 0715 - 0815 | 0815 - 0915 | 0545 - 0645 | 0930 - 1030 | 0845 - 0945 | - | - | - | - | - | - | - | **0700 - 0800** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 1 | 32 | 11 | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **42** |

| Noon Peak Hour | 1415 - 1515 | 1300 - 1400 | 1245 - 1345 | 1400 - 1500 | 1215 - 1315 | - | - | - | - | - | - | - | - | **1300 - 1400** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 1 | 18 | 12 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **31** |

| PM Peak Hour | 1545 - 1645 | 1800 - 1900 | 1630 - 1730 | 1545 - 1645 | 1600 - 1700 | - | - | 1845 - 1945 | - | - | - | - | - | **1630 - 1730** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 1 | 17 | 11 | 1 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **30** |

## Bi-Directional Class Count || SB WB Average 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Lat/Long**
34.423773°, -83.953811°

**0000 - 2400 (Weekday 24h Session) (All Dates)**
SB WB Average 15min

| | SB WB Average 15min | | | | | | | | | | | | | 15min | 60min |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0015 - 0030 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0030 - 0045 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0045 - 0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **1** |
| 0100 - 0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0115 - 0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0130 - 0145 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0145 - 0200 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0200 - 0215 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0215 - 0230 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0230 - 0245 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0245 - 0300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0300 - 0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0315 - 0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0330 - 0345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0345 - 0400 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0400 - 0415 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0415 - 0430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0430 - 0445 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0445 - 0500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **0** |
| 0500 - 0515 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0515 - 0530 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0530 - 0545 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 0545 - 0600 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **1** |
| 0600 - 0615 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0615 - 0630 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0630 - 0645 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0645 - 0700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | **2** |
| 0700 - 0715 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0715 - 0730 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 0730 - 0745 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **2** | |
| 0745 - 0800 | 0 | 3 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | **11** |
| 0800 - 0815 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 0815 - 0830 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 0830 - 0845 | 0 | 4 | 3 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 0845 - 0900 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | **18** |
| 0900 - 0915 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 0915 - 0930 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 0930 - 0945 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **2** | |
| 0945 - 1000 | 0 | 1 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | **12** |
| 1000 - 1015 | 0 | 1 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 1015 - 1030 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 1030 - 1045 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 1045 - 1100 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | **13** |
| 1100 - 1115 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 1115 - 1130 | 0 | 5 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1130 - 1145 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1145 - 1200 | 0 | 5 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | **23** |
| 1200 - 1215 | 0 | 4 | 3 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 1215 - 1230 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | **7** | |
| 1230 - 1245 | 0 | 4 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1245 - 1300 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | **27** |
| 1300 - 1315 | 0 | 6 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1315 - 1330 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 1330 - 1345 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1345 - 1400 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | **26** |
| 1400 - 1415 | 0 | 3 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1415 - 1430 | 1 | 8 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **11** | |
| 1430 - 1445 | 0 | 4 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **8** | |
| 1445 - 1500 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | **30** |
| 1500 - 1515 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1515 - 1530 | 1 | 6 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **10** | |
| 1530 - 1545 | 0 | 7 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **12** | |
| 1545 - 1600 | 1 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | **36** |
| 1600 - 1615 | 0 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1615 - 1630 | 0 | 9 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **14** | |
| 1630 - 1645 | 0 | 7 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **10** | |
| 1645 - 1700 | 0 | 10 | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **15** | **48** |
| 1700 - 1715 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1715 - 1730 | 1 | 7 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1730 - 1745 | 3 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **9** | |
| 1745 - 1800 | 0 | 11 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **15** | **38** |
| 1800 - 1815 | 0 | 8 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **11** | |
| 1815 - 1830 | 0 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 1830 - 1845 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 1845 - 1900 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | **29** |
| 1900 - 1915 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1915 - 1930 | 0 | 7 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **10** | |
| 1930 - 1945 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **5** | |
| 1945 - 2000 | 1 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | **26** |
| 2000 - 2015 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | |
| 2015 - 2030 | 0 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2030 - 2045 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **6** | |
| 2045 - 2100 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **7** | **22** |
| 2100 - 2115 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 2115 - 2130 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 2130 - 2145 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | |
| 2145 - 2200 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **4** | **15** |
| 2200 - 2215 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2215 - 2230 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **3** | |
| 2230 - 2245 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 2245 - 2300 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | **7** |
| 2300 - 2315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 2315 - 2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | |
| 2330 - 2345 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | |
| 2345 - 0000 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **1** | **1** |

| Session Total | 6 | 238 | 123 | 6 | 9 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | **382** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Session Average | 0.06 | 2.47 | 1.28 | 0.06 | 0.09 | 0.01 | 0.00 | 0.01 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | **3.97** |
| Session Percentage | 1.44 | 62.25 | 32.11 | 1.44 | 2.36 | 0.13 | 0.00 | 0.13 | 0.13 | 0.00 | 0.00 | 0.00 | 0.00 | |

| AM Peak Hour | - | 0745 - 0845 | 0745 - 0845 | 0630 - 0730 | 0915 - 1015 | 0745 - 0845 | - | 0715 - 0815 | - | - | - | - | - | **0745 - 0845** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AM Peak Volume | 0 | 11 | 11 | 2 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | **22** |

| Noon Peak Hour | 1330 - 1430 | 1445 - 1545 | 1445 - 1545 | 1345 - 1445 | 1115 - 1215 | - | - | - | 1130 - 1230 | - | - | - | - | **1445 - 1545** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Noon Peak Volume | 1 | 21 | 13 | 2 | 3 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | **34** |

| PM Peak Hour | 1645 - 1745 | 1600 - 1700 | 1530 - 1630 | 1545 - 1645 | 1600 - 1700 | - | - | - | - | - | - | - | - | **1600 - 1700** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PM Peak Volume | 4 | 30 | 16 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **48** |

# Bi-Directional Class Count || Volume Summary 15min

Hall County, GA

Marr Traffic DATA COLLECTION
www.marrtraffic.com

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Wednesday, March 12, 2025

**Lat/Long**
34.423773°, -83.953811°

**Weather**
Fair
58°F

Click here for Detailed Weather

**0000 - 2400 (Weekday 24h Session) (03-12-2025)**
Volume Summary 15min

| TIME | Volume Summary 15min EB | WB | 15min Total | 60min Total |
|---|---|---|---|---|
| 0000 - 0015 | 0 | 0 | **0** | |
| 0015 - 0030 | 0 | 1 | **1** | |
| 0030 - 0045 | 0 | 0 | **0** | |
| 0045 - 0100 | 0 | 0 | **0** | **1** |
| 0100 - 0115 | 0 | 0 | **0** | |
| 0115 - 0130 | 0 | 0 | **0** | |
| 0130 - 0145 | 0 | 0 | **0** | |
| 0145 - 0200 | 0 | 0 | **0** | **0** |
| 0200 - 0215 | 0 | 0 | **0** | |
| 0215 - 0230 | 0 | 0 | **0** | |
| 0230 - 0245 | 0 | 0 | **0** | |
| 0245 - 0300 | 0 | 0 | **0** | **0** |
| 0300 - 0315 | 0 | 0 | **0** | |
| 0315 - 0330 | 0 | 0 | **0** | |
| 0330 - 0345 | 1 | 0 | **1** | |
| 0345 - 0400 | 1 | 0 | **1** | **2** |
| 0400 - 0415 | 2 | 0 | **2** | |
| 0415 - 0430 | 0 | 0 | **0** | |
| 0430 - 0445 | 1 | 0 | **1** | |
| 0445 - 0500 | 0 | 0 | **0** | **3** |
| 0500 - 0515 | 1 | 0 | **1** | |
| 0515 - 0530 | 3 | 1 | **4** | |
| 0530 - 0545 | 3 | 0 | **3** | |
| 0545 - 0600 | 5 | 0 | **5** | **13** |
| 0600 - 0615 | 2 | 0 | **2** | |
| 0615 - 0630 | 4 | 0 | **4** | |
| 0630 - 0645 | 7 | 1 | **8** | |
| 0645 - 0700 | 3 | 0 | **3** | **17** |
| 0700 - 0715 | 10 | 0 | **10** | |
| 0715 - 0730 | 18 | 1 | **19** | |
| 0730 - 0745 | 9 | 2 | **11** | |
| 0745 - 0800 | 9 | 5 | **14** | **54** |
| 0800 - 0815 | 8 | 5 | **13** | |
| 0815 - 0830 | 9 | 4 | **13** | |
| 0830 - 0845 | 6 | 8 | **14** | |
| 0845 - 0900 | 6 | 2 | **8** | **48** |
| 0900 - 0915 | 8 | 0 | **8** | |
| 0915 - 0930 | 3 | 5 | **8** | |
| 0930 - 0945 | 6 | 3 | **9** | |
| 0945 - 1000 | 5 | 5 | **10** | **35** |
| 1000 - 1015 | 11 | 5 | **16** | |
| 1015 - 1030 | 4 | 3 | **7** | |
| 1030 - 1045 | 8 | 4 | **12** | |
| 1045 - 1100 | 6 | 6 | **12** | **47** |
| 1100 - 1115 | 4 | 3 | **7** | |
| 1115 - 1130 | 6 | 6 | **12** | |
| 1130 - 1145 | 3 | 5 | **8** | |
| 1145 - 1200 | 3 | 7 | **10** | **37** |

| Time | Volume Summary 15min EB | WB | 15min Total | 60min Total |
|---|---|---|---|---|
| 1200 - 1215 | 6 | 8 | **14** | |
| 1215 - 1230 | 3 | 2 | **5** | |
| 1230 - 1245 | 8 | 5 | **13** | |
| 1245 - 1300 | 12 | 7 | **19** | **51** |
| 1300 - 1315 | 9 | 13 | **22** | |
| 1315 - 1330 | 6 | 3 | **9** | |
| 1330 - 1345 | 6 | 11 | **17** | |
| 1345 - 1400 | 8 | 3 | **11** | **59** |
| 1400 - 1415 | 7 | 8 | **15** | |
| 1415 - 1430 | 3 | 9 | **12** | |
| 1430 - 1445 | 8 | 9 | **17** | |
| 1445 - 1500 | 10 | 3 | **13** | **57** |
| 1500 - 1515 | 6 | 8 | **14** | |
| 1515 - 1530 | 4 | 12 | **16** | |
| 1530 - 1545 | 4 | 8 | **12** | |
| 1545 - 1600 | 7 | 6 | **13** | **55** |
| 1600 - 1615 | 4 | 7 | **11** | |
| 1615 - 1630 | 4 | 13 | **17** | |
| 1630 - 1645 | 10 | 10 | **20** | |
| 1645 - 1700 | 1 | 17 | **18** | **66** |
| 1700 - 1715 | 7 | 9 | **16** | |
| 1715 - 1730 | 6 | 10 | **16** | |
| 1730 - 1745 | 9 | 9 | **18** | |
| 1745 - 1800 | 3 | 13 | **16** | **66** |
| 1800 - 1815 | 5 | 14 | **19** | |
| 1815 - 1830 | 10 | 6 | **16** | |
| 1830 - 1845 | 10 | 7 | **17** | |
| 1845 - 1900 | 3 | 6 | **9** | **61** |
| 1900 - 1915 | 3 | 2 | **5** | |
| 1915 - 1930 | 1 | 5 | **6** | |
| 1930 - 1945 | 4 | 6 | **10** | |
| 1945 - 2000 | 4 | 4 | **8** | **29** |
| 2000 - 2015 | 2 | 9 | **11** | |
| 2015 - 2030 | 2 | 4 | **6** | |
| 2030 - 2045 | 4 | 6 | **10** | |
| 2045 - 2100 | 1 | 4 | **5** | **32** |
| 2100 - 2115 | 2 | 4 | **6** | |
| 2115 - 2130 | 2 | 4 | **6** | |
| 2130 - 2145 | 1 | 1 | **2** | |
| 2145 - 2200 | 1 | 3 | **4** | **18** |
| 2200 - 2215 | 0 | 0 | **0** | |
| 2215 - 2230 | 1 | 2 | **3** | |
| 2230 - 2245 | 0 | 1 | **1** | |
| 2245 - 2300 | 0 | 1 | **1** | **5** |
| 2300 - 2315 | 0 | 0 | **0** | |
| 2315 - 2330 | 0 | 0 | **0** | |
| 2330 - 2345 | 0 | 1 | **1** | |
| 2345 - 0000 | 0 | 0 | **0** | **1** |

| Session Total | 382 | 375 | **757** |
|---|---|---|---|
| Session Average | 3.98 | 3.91 | **7.89** |
| Session Percentage | 50.46 | 49.54 | |

**Site 1**
Yellow Creek Rd,
east of H Abercrombie Rd

**Date**
Thursday, March 13, 2025

**Lat/Long**
34.423773°, -83.953811°

**Weather**
Fair
61°F

Click here for Detailed Weather

**0000 - 2400 (Weekday 24h Session) (03-13-2025)**
Volume Summary 15min

| TIME | Volume Summary 15min EB | WB | 15min Total | 60min Total |
|---|---|---|---|---|
| 0000 - 0015 | 0 | 0 | **0** | |
| 0015 - 0030 | 0 | 0 | **0** | |
| 0030 - 0045 | 0 | 0 | **0** | |
| 0045 - 0100 | 0 | 0 | **0** | **0** |
| 0100 - 0115 | 0 | 0 | **0** | |
| 0115 - 0130 | 0 | 0 | **0** | |
| 0130 - 0145 | 0 | 0 | **0** | |
| 0145 - 0200 | 0 | 0 | **0** | **0** |
| 0200 - 0215 | 0 | 0 | **0** | |
| 0215 - 0230 | 0 | 0 | **0** | |
| 0230 - 0245 | 0 | 0 | **0** | |
| 0245 - 0300 | 0 | 0 | **0** | **0** |
| 0300 - 0315 | 0 | 0 | **0** | |
| 0315 - 0330 | 0 | 0 | **0** | |
| 0330 - 0345 | 1 | 0 | **1** | |
| 0345 - 0400 | 1 | 0 | **1** | **2** |
| 0400 - 0415 | 2 | 0 | **2** | |
| 0415 - 0430 | 1 | 0 | **1** | |
| 0430 - 0445 | 2 | 0 | **2** | |
| 0445 - 0500 | 1 | 0 | **1** | **6** |
| 0500 - 0515 | 0 | 0 | **0** | |
| 0515 - 0530 | 3 | 0 | **3** | |
| 0530 - 0545 | 2 | 0 | **2** | |
| 0545 - 0600 | 3 | 0 | **3** | **8** |
| 0600 - 0615 | 7 | 1 | **8** | |
| 0615 - 0630 | 4 | 1 | **5** | |
| 0630 - 0645 | 4 | 1 | **5** | |
| 0645 - 0700 | 7 | 0 | **7** | **25** |
| 0700 - 0715 | 5 | 2 | **7** | |
| 0715 - 0730 | 16 | 1 | **17** | |
| 0730 - 0745 | 8 | 1 | **9** | |
| 0745 - 0800 | 9 | 9 | **18** | **51** |
| 0800 - 0815 | 7 | 6 | **13** | |
| 0815 - 0830 | 7 | 1 | **8** | |
| 0830 - 0845 | 3 | 6 | **9** | |
| 0845 - 0900 | 9 | 4 | **13** | **43** |
| 0900 - 0915 | 7 | 5 | **12** | |
| 0915 - 0930 | 6 | 1 | **7** | |
| 0930 - 0945 | 4 | 1 | **5** | |
| 0945 - 1000 | 5 | 4 | **9** | **33** |
| 1000 - 1015 | 8 | 2 | **10** | |
| 1015 - 1030 | 7 | 3 | **10** | |
| 1030 - 1045 | 4 | 1 | **5** | |
| 1045 - 1100 | 8 | 2 | **10** | **35** |
| 1100 - 1115 | 10 | 2 | **12** | |
| 1115 - 1130 | 3 | 8 | **11** | |
| 1130 - 1145 | 8 | 6 | **14** | |
| 1145 - 1200 | 8 | 8 | **16** | **53** |

| Time | Volume Summary 15min EB | WB | 15min Total | 60min Total |
|---|---|---|---|---|
| 1200 - 1215 | 10 | 7 | **17** | |
| 1215 - 1230 | 5 | 11 | **16** | |
| 1230 - 1245 | 5 | 7 | **12** | |
| 1245 - 1300 | 4 | 7 | **11** | **56** |
| 1300 - 1315 | 9 | 5 | **14** | |
| 1315 - 1330 | 5 | 4 | **9** | |
| 1330 - 1345 | 9 | 7 | **16** | |
| 1345 - 1400 | 10 | 6 | **16** | **55** |
| 1400 - 1415 | 3 | 4 | **7** | |
| 1415 - 1430 | 5 | 12 | **17** | |
| 1430 - 1445 | 5 | 7 | **12** | |
| 1445 - 1500 | 6 | 8 | **14** | **50** |
| 1500 - 1515 | 5 | 6 | **11** | |
| 1515 - 1530 | 6 | 7 | **13** | |
| 1530 - 1545 | 5 | 16 | **21** | |
| 1545 - 1600 | 10 | 8 | **18** | **63** |
| 1600 - 1615 | 5 | 10 | **15** | |
| 1615 - 1630 | 5 | 15 | **20** | |
| 1630 - 1645 | 8 | 10 | **18** | |
| 1645 - 1700 | 10 | 13 | **23** | **76** |
| 1700 - 1715 | 6 | 3 | **9** | |
| 1715 - 1730 | 11 | 8 | **19** | |
| 1730 - 1745 | 4 | 8 | **12** | |
| 1745 - 1800 | 6 | 16 | **22** | **62** |
| 1800 - 1815 | 5 | 8 | **13** | |
| 1815 - 1830 | 8 | 8 | **16** | |
| 1830 - 1845 | 6 | 4 | **10** | |
| 1845 - 1900 | 6 | 4 | **10** | **49** |
| 1900 - 1915 | 1 | 8 | **9** | |
| 1915 - 1930 | 4 | 14 | **18** | |
| 1930 - 1945 | 4 | 4 | **8** | |
| 1945 - 2000 | 3 | 9 | **12** | **47** |
| 2000 - 2015 | 4 | 4 | **8** | |
| 2015 - 2030 | 4 | 1 | **5** | |
| 2030 - 2045 | 1 | 5 | **6** | |
| 2045 - 2100 | 4 | 10 | **14** | **33** |
| 2100 - 2115 | 3 | 4 | **7** | |
| 2115 - 2130 | 0 | 4 | **4** | |
| 2130 - 2145 | 1 | 6 | **7** | |
| 2145 - 2200 | 1 | 4 | **5** | **23** |
| 2200 - 2215 | 3 | 5 | **8** | |
| 2215 - 2230 | 1 | 3 | **4** | |
| 2230 - 2245 | 0 | 1 | **1** | |
| 2245 - 2300 | 0 | 0 | **0** | **13** |
| 2300 - 2315 | 0 | 0 | **0** | |
| 2315 - 2330 | 0 | 0 | **0** | |
| 2330 - 2345 | 1 | 0 | **1** | |
| 2345 - 0000 | 0 | 1 | **1** | **2** |

| Session Total | 397 | 388 | **785** |
|---|---|---|---|
| Session Average | 4.14 | 4.04 | **8.18** |
| Session Percentage | 50.57 | 49.43 | |

# Peak Hour Turning Movement Count

# H Abercrombie Road at Yellow Creek Road

# Peak Hour Turning Movement Count

Click here for Map

Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com

| Wednesday, March 12, 2025 | | |
|---|---|---|
| | Fair | 58°F |
| Period | 0600 - 0800 | APPLY |
| Peak Hour | 0700 - 0800 | APPLY |
| Global PH | 0700 - 0800 | APPLY |

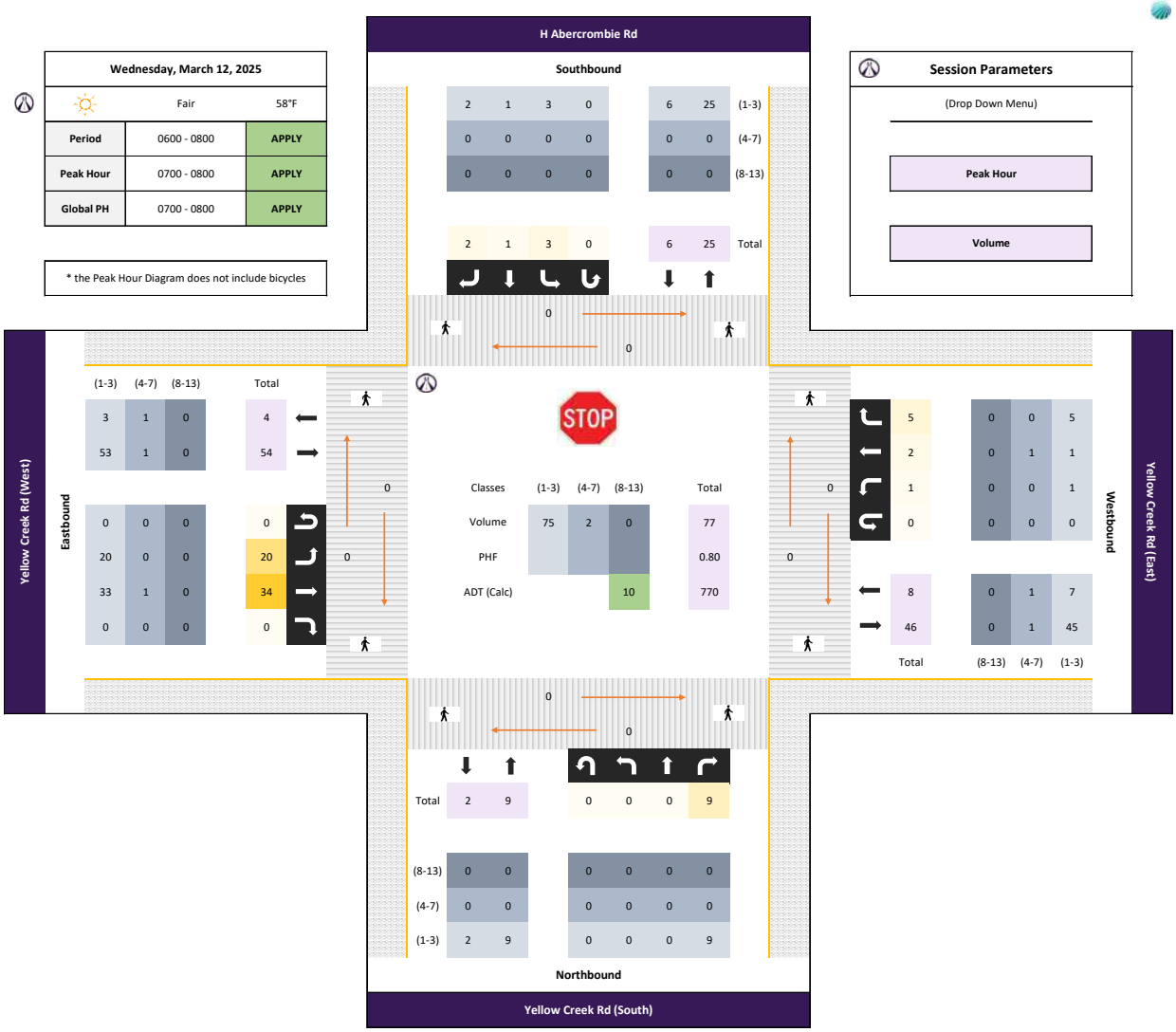
* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 1 | - | 0 | 1 | 2 | 0 | 0 | - | 0 | 2 | 12 | 7 | 0 | - | 0 | 19 | 0 | 0 | 0 | - | 0 | 0 | 22 |
| 0715 - 0730 | 0 | 0 | 3 | - | 0 | 3 | 0 | 0 | 2 | - | 0 | 2 | 3 | 15 | 0 | - | 0 | 18 | 0 | 1 | 0 | - | 0 | 1 | 24 |
| 0730 - 0745 | 0 | 0 | 2 | - | 0 | 2 | 0 | 0 | 0 | - | 0 | 0 | 3 | 7 | 0 | - | 0 | 10 | 1 | 0 | 1 | - | 0 | 2 | 14 |
| 0745 - 0800 | 0 | 0 | 3 | - | 0 | 3 | 1 | 1 | 0 | - | 0 | 2 | 2 | 5 | 0 | - | 0 | 7 | 0 | 1 | 4 | - | 0 | 5 | 17 |
| Total | 0 | 0 | 9 | 0 | 0 | 9 | 3 | 1 | 2 | 0 | 0 | 6 | 20 | 34 | 0 | 0 | 0 | 54 | 1 | 2 | 5 | 0 | 0 | 8 | 77 |
| Approach % | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | - | 50.00 | 16.67 | 33.33 | 0.00 | 0.00 | - | 37.04 | 62.96 | 0.00 | 0.00 | 0.00 | - | 12.50 | 25.00 | 62.50 | 0.00 | 0.00 | - | |
| PHF | 0.00 | 0.00 | 0.75 | 0.00 | 0.00 | **0.75** | 0.38 | 0.25 | 0.25 | 0.00 | 0.00 | **0.75** | 0.42 | 0.57 | 0.00 | 0.00 | 0.00 | **0.71** | 0.25 | 0.50 | 0.31 | 0.00 | 0.00 | **0.40** | **0.80** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 1 | - | 0 | 1 | 2 | 0 | 0 | - | 0 | 2 | 12 | 7 | 0 | - | 0 | 19 | 0 | 0 | 0 | - | 0 | 0 | 22 |
| 0715 - 0730 | 0 | 0 | 3 | - | 0 | 3 | 0 | 0 | 2 | - | 0 | 2 | 3 | 15 | 0 | - | 0 | 18 | 0 | 0 | 0 | - | 0 | 0 | 23 |
| 0730 - 0745 | 0 | 0 | 2 | - | 0 | 2 | 0 | 0 | 0 | - | 0 | 0 | 3 | 6 | 0 | - | 0 | 9 | 1 | 0 | 1 | - | 0 | 2 | 13 |
| 0745 - 0800 | 0 | 0 | 3 | - | 0 | 3 | 1 | 1 | 0 | - | 0 | 2 | 2 | 5 | 0 | - | 0 | 7 | 0 | 1 | 4 | - | 0 | 5 | 17 |
| Total | 0 | 0 | 9 | 0 | 0 | 9 | 3 | 1 | 2 | 0 | 0 | 6 | 20 | 33 | 0 | 0 | 0 | 53 | 1 | 1 | 5 | 0 | 0 | 7 | 75 |
| Approach % | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | - | 50.00 | 16.67 | 33.33 | 0.00 | 0.00 | - | 37.74 | 62.26 | 0.00 | 0.00 | 0.00 | - | 14.29 | 14.29 | 71.43 | 0.00 | 0.00 | - | |
| PHF | 0.00 | 0.00 | 0.75 | 0.00 | 0.00 | **0.75** | 0.38 | 0.25 | 0.25 | 0.00 | 0.00 | **0.75** | 0.42 | 0.55 | 0.00 | 0.00 | 0.00 | **0.70** | 0.25 | 0.25 | 0.31 | 0.00 | 0.00 | **0.35** | **0.82** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 1 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 0 | 0 | - | 0 | 0 | 1 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 2 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 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 | 0.25 | 0.00 | 0.00 | 0.00 | **0.25** | 0.00 | 0.25 | 0.00 | 0.00 | 0.00 | **0.25** | **0.50** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Peak Hour Turning Movement Count

Hall County, GA

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

| Wednesday, March 12, 2025 | | |
|---|---|---|
| #UNKNOWN! | Fair | 58°F |
| **Period** | 1600 - 1800 | **APPLY** |
| **Peak Hour** | 1615 - 1715 | **APPLY** |
| **Global PH** | 1700 - 1800 | **APPLY** |

* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

**Global Peak Hour**

**Volume**

**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0015 - 0030 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0030 - 0045 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0045 - 0100 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0015 - 0030 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0030 - 0045 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0045 - 0100 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0015 - 0030 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0030 - 0045 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0045 - 0100 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0015 - 0030 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0030 - 0045 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0045 - 0100 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | | H Abercrombie Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 1.1 | 1.2 | 1.3 | | 1.4 | Total | 1.5 | 1.6 | 1.7 | | 1.8 | Total | 1.9 | 1.10 | 1.11 | | 1.12 | Total | 1.13 | 1.14 | 1.15 | | 1.16 | Total | Total |
| 0000 - 0015 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0015 - 0030 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0030 - 0045 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0045 - 0100 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Classified Turn Movement Count || All vehicles

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Hall County, GA

**Site 1**
Yellow Creek Rd (South)
H Abercrombie Rd
Yellow Creek Rd (West)
Yellow Creek Rd (East)

**Date**
Wednesday, March 12, 2025

**Lat/Long**
34.423813°, -83.954345°
Click here for Map

**Weather**
Fair
58°F
Click here for Detailed Weather

**0600 - 0800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | H Abercrombie Rd | | | | | Yellow Creek Rd (West) | | | | | Yellow Creek Rd (East) | | | | | |
| TIME | Left 1.1 | Thru 1.2 | Right 1.3 | U-Turn 1.4 | App Total | Left 1.5 | Thru 1.6 | Right 1.7 | U-Turn 1.8 | App Total | Left 1.9 | Thru 1.10 | Right 1.11 | U-Turn 1.12 | App Total | Left 1.13 | Thru 1.14 | Right 1.15 | U-Turn 1.16 | App Total | Int Total |
| 0600 - 0615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| 0615 - 0630 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 0 | 3 | 3 | 3 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 9 |
| 0630 - 0645 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 3 | 7 | 0 | 0 | 10 | 0 | 1 | 0 | 0 | 1 | 12 |
| 0645 - 0700 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 3 | 3 | 0 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 7 |
| Hourly Total | 0 | 0 | 0 | 0 | **0** | 1 | 1 | 3 | 0 | **5** | 13 | 15 | 0 | 0 | **28** | 0 | 1 | 0 | 0 | **1** | **34** |
| 0700 - 0715 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 0 | 0 | 2 | 12 | 7 | 0 | 0 | 19 | 0 | 0 | 0 | 0 | 0 | 22 |
| 0715 - 0730 | 0 | 0 | 3 | 0 | 3 | 0 | 0 | 2 | 0 | 2 | 3 | 15 | 0 | 0 | 18 | 0 | 1 | 0 | 0 | 1 | 24 |
| 0730 - 0745 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 3 | 7 | 0 | 0 | 10 | 1 | 0 | 1 | 0 | 2 | 14 |
| 0745 - 0800 | 0 | 0 | 3 | 0 | 3 | 1 | 1 | 0 | 0 | 2 | 2 | 5 | 0 | 0 | 7 | 0 | 1 | 4 | 0 | 5 | 17 |
| Hourly Total | 0 | 0 | 9 | 0 | **9** | 3 | 1 | 2 | 0 | **6** | 20 | 34 | 0 | 0 | **54** | 1 | 2 | 5 | 0 | **8** | **77** |
| Grand Total | 0 | 0 | 9 | 0 | **9** | 4 | 2 | 5 | 0 | **11** | 33 | 49 | 0 | 0 | **82** | 1 | 3 | 5 | 0 | **9** | **111** |
| Approach % | 0.00 | 0.00 | 100.00 | 0.00 | - | 36.36 | 18.18 | 45.45 | 0.00 | - | 40.24 | 59.76 | 0.00 | 0.00 | - | 11.11 | 33.33 | 55.56 | 0.00 | - | |
| Intersection % | 0.00 | 0.00 | 8.11 | 0.00 | 8.11 | 3.60 | 1.80 | 4.50 | 0.00 | 9.91 | 29.73 | 44.14 | 0.00 | 0.00 | 73.87 | 0.90 | 2.70 | 4.50 | 0.00 | 8.11 | |
| Heavy Vehicle % | - | - | 0 | - | **0** | 0 | 0 | 0 | - | **0** | 0 | 4 | - | - | **2** | 0 | 67 | 0 | - | **22** | **4** |
| PHF | 0.00 | 0.00 | 0.75 | 0.00 | **0.75** | 0.38 | 0.25 | 0.25 | 0.00 | **0.75** | 0.42 | 0.57 | 0.00 | 0.00 | **0.71** | 0.25 | 0.50 | 0.31 | 0.00 | **0.40** | **0.80** |

**1600 - 1800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound | | | | | Southbound | | | | | Eastbound | | | | | Westbound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Yellow Creek Rd (South) | | | | | H Abercrombie Rd | | | | | Yellow Creek Rd (West) | | | | | Yellow Creek Rd (East) | | | | | |
| TIME | Left 1.1 | Thru 1.2 | Right 1.3 | U-Turn 1.4 | App Total | Left 1.5 | Thru 1.6 | Right 1.7 | U-Turn 1.8 | App Total | Left 1.9 | Thru 1.10 | Right 1.11 | U-Turn 1.12 | App Total | Left 1.13 | Thru 1.14 | Right 1.15 | U-Turn 1.16 | App Total | Int Total |
| 1600 - 1615 | 1 | 0 | 0 | 0 | 1 | 1 | 1 | 7 | 0 | 9 | 1 | 3 | 0 | 0 | 4 | 0 | 6 | 1 | 0 | 7 | 21 |
| 1615 - 1630 | 0 | 0 | 1 | 0 | 1 | 2 | 0 | 4 | 0 | 6 | 4 | 1 | 0 | 0 | 5 | 1 | 9 | 3 | 0 | 13 | 25 |
| 1630 - 1645 | 0 | 0 | 1 | 0 | 1 | 3 | 0 | 5 | 0 | 8 | 1 | 6 | 0 | 0 | 7 | 1 | 7 | 2 | 0 | 10 | 26 |
| 1645 - 1700 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 3 | 4 | 1 | 0 | 0 | 5 | 1 | 13 | 3 | 0 | 17 | 25 |
| Hourly Total | 1 | 0 | 2 | 0 | **3** | 6 | 2 | 18 | 0 | **26** | 10 | 11 | 0 | 0 | **21** | 3 | 35 | 9 | 0 | **47** | **97** |
| 1700 - 1715 | 0 | 1 | 1 | 0 | 2 | 1 | 1 | 9 | 0 | 11 | 0 | 5 | 1 | 0 | 6 | 1 | 7 | 1 | 0 | 9 | 28 |
| 1715 - 1730 | 0 | 1 | 1 | 0 | 2 | 2 | 0 | 4 | 0 | 6 | 1 | 3 | 0 | 0 | 4 | 1 | 7 | 2 | 0 | 10 | 22 |
| 1730 - 1745 | 0 | 1 | 0 | 0 | 1 | 1 | 3 | 1 | 0 | 5 | 3 | 8 | 0 | 0 | 11 | 2 | 6 | 1 | 0 | 9 | 26 |
| 1745 - 1800 | 0 | 1 | 1 | 0 | 2 | 1 | 0 | 2 | 0 | 3 | 0 | 1 | 0 | 0 | 1 | 1 | 8 | 4 | 0 | 13 | 19 |
| Hourly Total | 0 | 4 | 3 | 0 | **7** | 5 | 4 | 16 | 0 | **25** | 4 | 17 | 1 | 0 | **22** | 5 | 28 | 8 | 0 | **41** | **95** |
| Grand Total | 1 | 4 | 5 | 0 | **10** | 11 | 6 | 34 | 0 | **51** | 14 | 28 | 1 | 0 | **43** | 8 | 63 | 17 | 0 | **88** | **192** |
| Approach % | 10.00 | 40.00 | 50.00 | 0.00 | - | 21.57 | 11.76 | 66.67 | 0.00 | - | 32.56 | 65.12 | 2.33 | 0.00 | - | 9.09 | 71.59 | 19.32 | 0.00 | - | |
| Intersection % | 0.52 | 2.08 | 2.60 | 0.00 | 5.21 | 5.73 | 3.13 | 17.71 | 0.00 | 26.56 | 7.29 | 14.58 | 0.52 | 0.00 | 22.40 | 4.17 | 32.81 | 8.85 | 0.00 | 45.83 | |
| Heavy Vehicle % | 0 | 25 | 0 | - | **10** | 18 | 0 | 0 | - | **4** | 7 | 4 | 0 | - | **5** | 0 | 2 | 6 | - | **2** | **4** |
| PHF | 0.00 | 0.25 | 0.75 | 0.00 | **0.50** | 0.50 | 0.50 | 0.56 | 0.00 | **0.64** | 0.56 | 0.54 | 0.25 | 0.00 | **0.82** | 1.00 | 0.69 | 0.75 | 0.00 | **0.72** | **0.93** |

# Peak Hour Turning Movement Count

# Fitts Road at Yellow Creek Road

# Peak Hour Turning Movement Count

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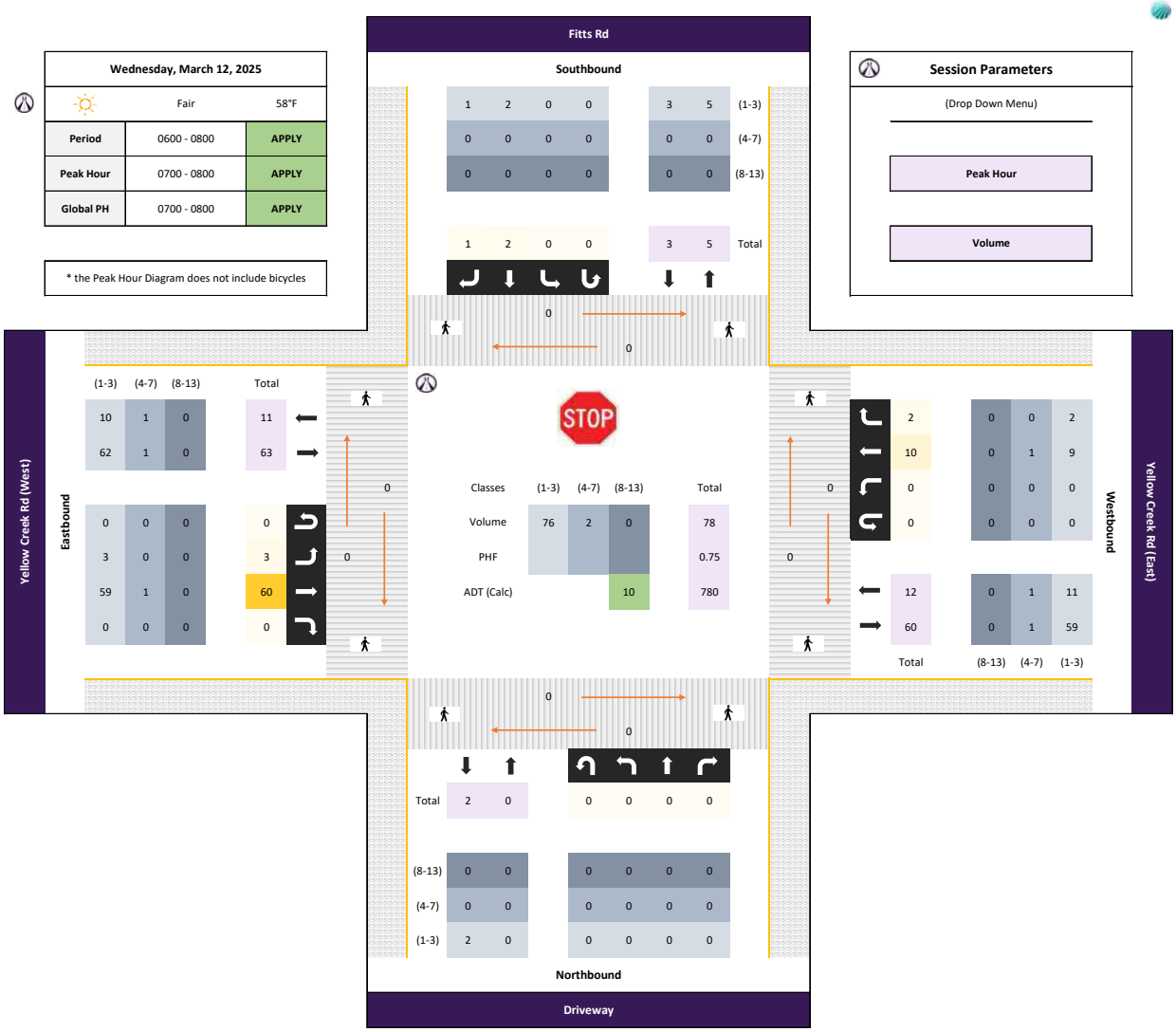
Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 9 | 0 | - | 0 | 9 | 0 | 1 | 1 | - | 0 | 2 | 11 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 1 | - | 0 | 1 | 2 | 20 | 0 | - | 0 | 22 | 0 | 3 | 0 | - | 0 | 3 | 26 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 12 | 0 | - | 0 | 12 | 0 | 3 | 0 | - | 0 | 3 | 15 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 1 | 19 | 0 | - | 0 | 20 | 0 | 3 | 1 | - | 0 | 4 | 26 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 3 | 3 | 60 | 0 | 0 | 0 | 63 | 0 | 10 | 2 | 0 | 0 | 12 | 78 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 66.67 | 33.33 | 0.00 | 0.00 | - | 4.76 | 95.24 | 0.00 | 0.00 | 0.00 | - | 0.00 | 83.33 | 16.67 | 0.00 | 0.00 | - | |
| PHF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.00 | 0.25 | 0.25 | 0.00 | 0.00 | **0.38** | 0.38 | 0.75 | 0.00 | 0.00 | 0.00 | **0.72** | 0.00 | 0.83 | 0.50 | 0.00 | 0.00 | **0.75** | **0.75** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 9 | 0 | - | 0 | 9 | 0 | 1 | 1 | - | 0 | 2 | 11 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 1 | - | 0 | 1 | 2 | 20 | 0 | - | 0 | 22 | 0 | 2 | 0 | - | 0 | 2 | 25 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 12 | 0 | - | 0 | 12 | 0 | 3 | 0 | - | 0 | 3 | 15 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 1 | 18 | 0 | - | 0 | 19 | 0 | 3 | 1 | - | 0 | 4 | 25 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 3 | 3 | 59 | 0 | 0 | 0 | 62 | 0 | 9 | 2 | 0 | 0 | 11 | 76 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 66.67 | 33.33 | 0.00 | 0.00 | - | 4.84 | 95.16 | 0.00 | 0.00 | 0.00 | - | 0.00 | 81.82 | 18.18 | 0.00 | 0.00 | - | |
| PHF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.00 | 0.25 | 0.25 | 0.00 | 0.00 | **0.38** | 0.38 | 0.74 | 0.00 | 0.00 | 0.00 | **0.70** | 0.00 | 0.75 | 0.50 | 0.00 | 0.00 | **0.69** | **0.76** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 1 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 0 | 0 | - | 0 | 0 | 1 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 1 | 2 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 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 | 0.25 | 0.00 | 0.00 | 0.00 | **0.25** | 0.00 | 0.25 | 0.00 | 0.00 | 0.00 | **0.25** | **0.50** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Peak Hour Turning Movement Count

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Hall County, GA

Marr Traffic DATA COLLECTION

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| Wednesday, March 12, 2025 | | |
|---|---|---|
| | Fair | 58°F |
| Period | 1600 - 1800 | APPLY |
| Peak Hour | 1700 - 1800 | APPLY |
| Global PH | 1700 - 1800 | APPLY |

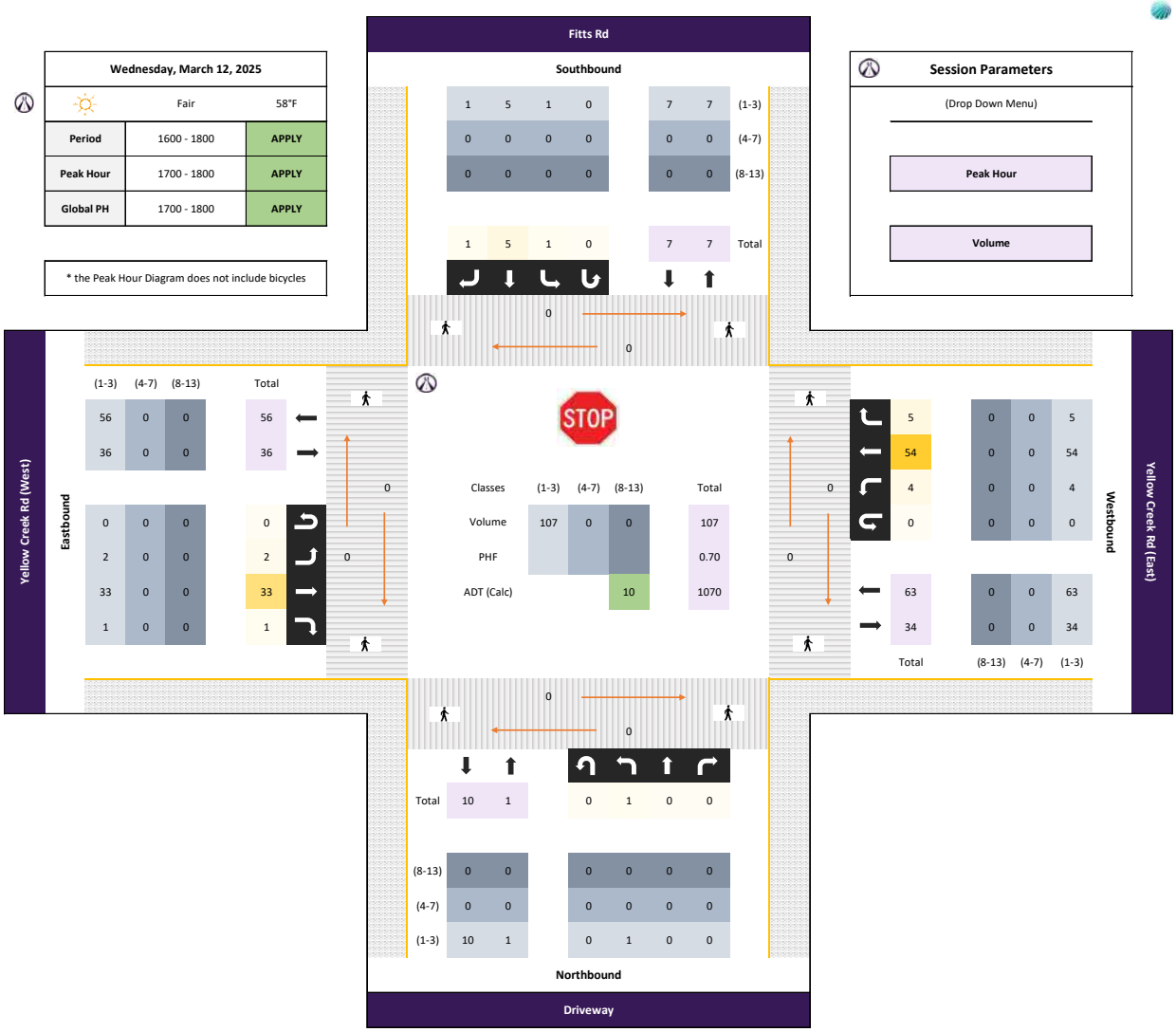
* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 8 | 0 | - | 0 | 8 | 0 | 11 | 1 | - | 0 | 12 | 20 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 6 | 0 | - | 0 | 6 | 0 | 14 | 0 | - | 0 | 14 | 20 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 1 | 0 | 0 | - | 0 | 1 | 0 | 10 | 1 | - | 0 | 11 | 0 | 14 | 3 | - | 0 | 17 | 29 |
| 1745 - 1800 | 1 | 0 | 0 | - | 0 | 1 | 0 | 5 | 1 | - | 0 | 6 | 2 | 9 | 0 | - | 0 | 11 | 4 | 15 | 1 | - | 0 | 20 | 38 |
| Total | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 5 | 1 | 0 | 0 | 7 | 2 | 33 | 1 | 0 | 0 | 36 | 4 | 54 | 5 | 0 | 0 | 63 | 107 |
| Approach % | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 14.29 | 71.43 | 14.29 | 0.00 | 0.00 | - | 5.56 | 91.67 | 2.78 | 0.00 | 0.00 | - | 6.35 | 85.71 | 7.94 | 0.00 | 0.00 | - | |
| PHF | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | **0.25** | 0.25 | 0.25 | 0.25 | 0.00 | 0.00 | **0.29** | 0.25 | 0.83 | 0.25 | 0.00 | 0.00 | **0.82** | 0.25 | 0.90 | 0.42 | 0.00 | 0.00 | **0.79** | **0.70** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 8 | 0 | - | 0 | 8 | 0 | 11 | 1 | - | 0 | 12 | 20 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 6 | 0 | - | 0 | 6 | 0 | 14 | 0 | - | 0 | 14 | 20 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 1 | 0 | 0 | - | 0 | 1 | 0 | 10 | 1 | - | 0 | 11 | 0 | 14 | 3 | - | 0 | 17 | 29 |
| 1745 - 1800 | 1 | 0 | 0 | - | 0 | 1 | 0 | 5 | 1 | - | 0 | 6 | 2 | 9 | 0 | - | 0 | 11 | 4 | 15 | 1 | - | 0 | 20 | 38 |
| Total | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 5 | 1 | 0 | 0 | 7 | 2 | 33 | 1 | 0 | 0 | 36 | 4 | 54 | 5 | 0 | 0 | 63 | 107 |
| Approach % | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 14.29 | 71.43 | 14.29 | 0.00 | 0.00 | - | 5.56 | 91.67 | 2.78 | 0.00 | 0.00 | - | 6.35 | 85.71 | 7.94 | 0.00 | 0.00 | - | |
| PHF | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | **0.25** | 0.25 | 0.25 | 0.25 | 0.00 | 0.00 | **0.29** | 0.25 | 0.83 | 0.25 | 0.00 | 0.00 | **0.82** | 0.25 | 0.90 | 0.42 | 0.00 | 0.00 | **0.79** | **0.70** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1745 - 1800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1745 - 1800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Driveway | | | | | | Fitts Rd | | | | | | Yellow Creek Rd (West) | | | | | | Yellow Creek Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 2.1 | 2.2 | 2.3 | | 2.4 | Total | 2.5 | 2.6 | 2.7 | | 2.8 | Total | 2.9 | 2.10 | 2.11 | | 2.12 | Total | 2.13 | 2.14 | 2.15 | | 2.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1745 - 1800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Classified Turn Movement Count || All vehicles

Marr Traffic DATA COLLECTION
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Hall County, GA

**Site 2**
Driveway
Fitts Rd
Yellow Creek Rd (West)
Yellow Creek Rd (East)

**Date**
Wednesday, March 12, 2025

**Lat/Long**
34.430915°, -83.928488°
Click here for Map

**Weather**
Fair
58°F
Click here for Detailed Weather

**0600 - 0800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound (Driveway) | | | | | Southbound (Fitts Rd) | | | | | Eastbound (Yellow Creek Rd (West)) | | | | | Westbound (Yellow Creek Rd (East)) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | Left 2.1 | Thru 2.2 | Right 2.3 | U-Turn 2.4 | App Total | Left 2.5 | Thru 2.6 | Right 2.7 | U-Turn 2.8 | App Total | Left 2.9 | Thru 2.10 | Right 2.11 | U-Turn 2.12 | App Total | Left 2.13 | Thru 2.14 | Right 2.15 | U-Turn 2.16 | App Total | Int Total |
| 0600 - 0615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| 0615 - 0630 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 | 0 | 0 | 4 | 0 | 1 | 0 | 0 | 1 | 5 |
| 0630 - 0645 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 10 | 0 | 0 | 1 | 0 | 1 | 11 |
| 0645 - 0700 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 1 | 0 | 1 | 5 |
| Hourly Total | 0 | 0 | 0 | 0 | **0** | 0 | 0 | 0 | 0 | **0** | 1 | 19 | 0 | 0 | **20** | 0 | 1 | 2 | 0 | **3** | **23** |
| 0700 - 0715 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 9 | 0 | 1 | 1 | 0 | 2 | 11 |
| 0715 - 0730 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 2 | 20 | 0 | 0 | 22 | 0 | 3 | 0 | 0 | 3 | 26 |
| 0730 - 0745 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 | 0 | 0 | 12 | 0 | 3 | 0 | 0 | 3 | 15 |
| 0745 - 0800 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 1 | 19 | 0 | 0 | 20 | 0 | 3 | 1 | 0 | 4 | 26 |
| Hourly Total | 0 | 0 | 0 | 0 | **0** | 0 | 2 | 1 | 0 | **3** | 3 | 60 | 0 | 0 | **63** | 0 | 10 | 2 | 0 | **12** | **78** |
| Grand Total | 0 | 0 | 0 | 0 | **0** | 0 | 2 | 1 | 0 | **3** | 4 | 79 | 0 | 0 | **83** | 0 | 11 | 4 | 0 | **15** | **101** |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 66.67 | 33.33 | 0.00 | - | 4.82 | 95.18 | 0.00 | 0.00 | - | 0.00 | 73.33 | 26.67 | 0.00 | - | |
| Intersection % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.98 | 0.99 | 0.00 | 2.97 | 3.96 | 78.22 | 0.00 | 0.00 | 82.18 | 0.00 | 10.89 | 3.96 | 0.00 | 14.85 | |
| Heavy Vehicle % | - | - | - | - | - | - | 0 | 0 | - | **0** | 0 | 3 | - | - | **2** | - | 18 | 0 | - | **13** | **4** |
| PHF | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.00 | 0.25 | 0.25 | 0.00 | **0.38** | 0.38 | 0.75 | 0.00 | 0.00 | **0.72** | 0.00 | 0.83 | 0.50 | 0.00 | **0.75** | **0.75** |

**1600 - 1800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound (Driveway) | | | | | Southbound (Fitts Rd) | | | | | Eastbound (Yellow Creek Rd (West)) | | | | | Westbound (Yellow Creek Rd (East)) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | Left 2.1 | Thru 2.2 | Right 2.3 | U-Turn 2.4 | App Total | Left 2.5 | Thru 2.6 | Right 2.7 | U-Turn 2.8 | App Total | Left 2.9 | Thru 2.10 | Right 2.11 | U-Turn 2.12 | App Total | Left 2.13 | Thru 2.14 | Right 2.15 | U-Turn 2.16 | App Total | Int Total |
| 1600 - 1615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 6 | 1 | 7 | 0 | 0 | 8 | 14 |
| 1615 - 1630 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 1 | 6 | 1 | 0 | 8 | 0 | 14 | 1 | 0 | 15 | 25 |
| 1630 - 1645 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 11 | 1 | 0 | 12 | 0 | 14 | 1 | 0 | 15 | 28 |
| 1645 - 1700 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 6 | 0 | 0 | 6 | 1 | 15 | 0 | 0 | 16 | 24 |
| Hourly Total | 0 | 0 | 1 | 0 | **1** | 2 | 0 | 2 | 0 | **4** | 1 | 29 | 2 | 0 | **32** | 2 | 50 | 2 | 0 | **54** | **91** |
| 1700 - 1715 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 8 | 0 | 11 | 1 | 0 | 12 | 20 |
| 1715 - 1730 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 0 | 0 | 6 | 0 | 14 | 0 | 0 | 14 | 20 |
| 1730 - 1745 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 10 | 1 | 0 | 11 | 0 | 14 | 3 | 0 | 17 | 29 |
| 1745 - 1800 | 1 | 0 | 0 | 0 | 1 | 0 | 5 | 1 | 0 | 6 | 2 | 9 | 0 | 0 | 11 | 4 | 15 | 1 | 0 | 20 | 38 |
| Hourly Total | 1 | 0 | 0 | 0 | **1** | 1 | 5 | 1 | 0 | **7** | 2 | 33 | 1 | 0 | **36** | 4 | 54 | 5 | 0 | **63** | **107** |
| Grand Total | 1 | 0 | 1 | 0 | **2** | 3 | 5 | 3 | 0 | **11** | 3 | 62 | 3 | 0 | **68** | 6 | 104 | 7 | 0 | **117** | **198** |
| Approach % | 50.00 | 0.00 | 50.00 | 0.00 | - | 27.27 | 45.45 | 27.27 | 0.00 | - | 4.41 | 91.18 | 4.41 | 0.00 | - | 5.13 | 88.89 | 5.98 | 0.00 | - | |
| Intersection % | 0.51 | 0.00 | 0.51 | 0.00 | 1.01 | 1.52 | 2.53 | 1.52 | 0.00 | 5.56 | 1.52 | 31.31 | 1.52 | 0.00 | 34.34 | 3.03 | 52.53 | 3.54 | 0.00 | 59.09 | |
| Heavy Vehicle % | 0 | - | 0 | - | **0** | 0 | 0 | 0 | - | **0** | 0 | 5 | 0 | - | **4** | 0 | 2 | 0 | - | **2** | **3** |
| PHF | 0.25 | 0.00 | 0.00 | 0.00 | **0.25** | 0.25 | 0.25 | 0.25 | 0.00 | **0.29** | 0.25 | 0.83 | 0.25 | 0.00 | **0.82** | 0.25 | 0.90 | 0.42 | 0.00 | **0.79** | **0.70** |

# Peak Hour Turning Movement Count
# Walden Road at SR 60/Thompson Bridge Road

# Peak Hour Turning Movement Count

Click here for Map

Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com

| Wednesday, March 12, 2025 | | |
|---|---|---|
| | Fair | 58°F |
| Period | 0600 - 0800 | APPLY |
| Peak Hour | 0700 - 0800 | APPLY |
| Global PH | 0700 - 0800 | APPLY |

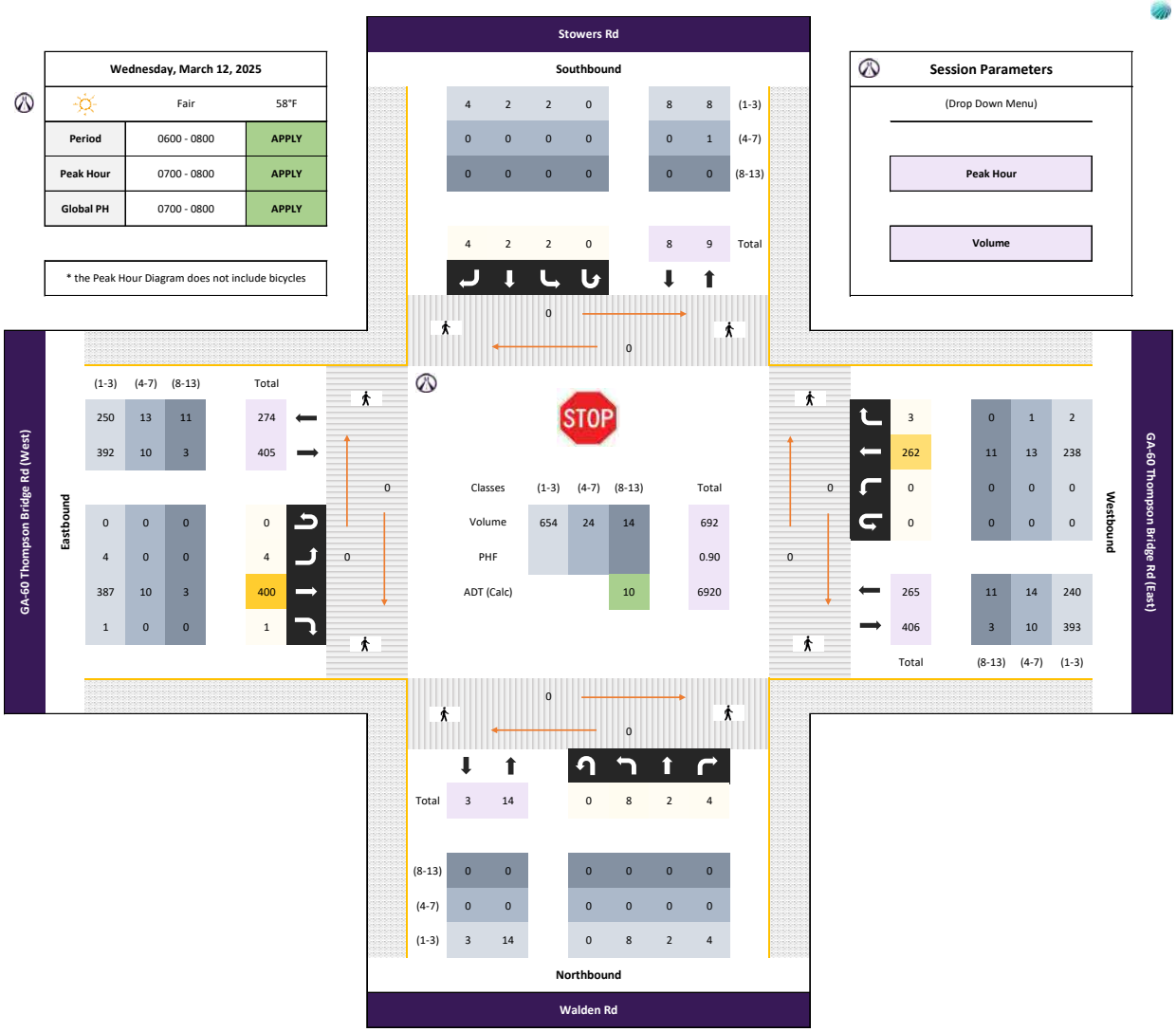
* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 0700 - 0715 | 1 | 1 | 0 | - | 0 | 2 | 1 | 0 | 2 | - | 0 | 3 | 1 | 80 | 0 | - | 0 | 81 | 0 | 53 | 0 | - | 0 | 53 | 139 |
| 0715 - 0730 | 3 | 0 | 1 | - | 0 | 4 | 0 | 0 | 2 | - | 0 | 2 | 1 | 117 | 0 | - | 0 | 118 | 0 | 59 | 1 | - | 0 | 60 | 184 |
| 0730 - 0745 | 2 | 0 | 1 | - | 0 | 3 | 0 | 0 | 0 | - | 0 | 0 | 1 | 109 | 1 | - | 0 | 111 | 0 | 77 | 2 | - | 0 | 79 | 193 |
| 0745 - 0800 | 2 | 1 | 2 | - | 0 | 5 | 1 | 2 | 0 | - | 0 | 3 | 1 | 94 | 0 | - | 0 | 95 | 0 | 73 | 0 | - | 0 | 73 | 176 |
| Total | 8 | 2 | 4 | 0 | 0 | 14 | 2 | 2 | 4 | 0 | 0 | 8 | 4 | 400 | 1 | 0 | 0 | 405 | 0 | 262 | 3 | 0 | 0 | 265 | 692 |
| Approach % | 57.14 | 14.29 | 28.57 | 0.00 | 0.00 | - | 25.00 | 25.00 | 50.00 | 0.00 | 0.00 | - | 0.99 | 98.77 | 0.25 | 0.00 | 0.00 | - | 0.00 | 98.87 | 1.13 | 0.00 | 0.00 | - | |
| PHF | 0.67 | 0.50 | 0.50 | 0.00 | 0.00 | **0.70** | 0.50 | 0.25 | 0.50 | 0.00 | 0.00 | **0.67** | 1.00 | 0.85 | 0.25 | 0.00 | 0.00 | **0.86** | 0.00 | 0.85 | 0.38 | 0.00 | 0.00 | **0.84** | **0.90** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 0700 - 0715 | 1 | 1 | 0 | - | 0 | 2 | 1 | 0 | 2 | - | 0 | 3 | 1 | 77 | 0 | - | 0 | 78 | 0 | 48 | 0 | - | 0 | 48 | 131 |
| 0715 - 0730 | 3 | 0 | 1 | - | 0 | 4 | 0 | 0 | 2 | - | 0 | 2 | 1 | 113 | 0 | - | 0 | 114 | 0 | 48 | 0 | - | 0 | 48 | 168 |
| 0730 - 0745 | 2 | 0 | 1 | - | 0 | 3 | 0 | 0 | 0 | - | 0 | 0 | 1 | 107 | 1 | - | 0 | 109 | 0 | 74 | 2 | - | 0 | 76 | 188 |
| 0745 - 0800 | 2 | 1 | 2 | - | 0 | 5 | 1 | 2 | 0 | - | 0 | 3 | 1 | 90 | 0 | - | 0 | 91 | 0 | 68 | 0 | - | 0 | 68 | 167 |
| Total | 8 | 2 | 4 | 0 | 0 | 14 | 2 | 2 | 4 | 0 | 0 | 8 | 4 | 387 | 1 | 0 | 0 | 392 | 0 | 238 | 2 | 0 | 0 | 240 | 654 |
| Approach % | 57.14 | 14.29 | 28.57 | 0.00 | 0.00 | - | 25.00 | 25.00 | 50.00 | 0.00 | 0.00 | - | 1.02 | 98.72 | 0.26 | 0.00 | 0.00 | - | 0.00 | 99.17 | 0.83 | 0.00 | 0.00 | - | |
| PHF | 0.67 | 0.50 | 0.50 | 0.00 | 0.00 | **0.70** | 0.50 | 0.25 | 0.50 | 0.00 | 0.00 | **0.67** | 1.00 | 0.86 | 0.25 | 0.00 | 0.00 | **0.86** | 0.00 | 0.80 | 0.25 | 0.00 | 0.00 | **0.79** | **0.87** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 3 | 0 | - | 0 | 3 | 0 | 2 | 0 | - | 0 | 2 | 5 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 4 | 0 | - | 0 | 4 | 0 | 5 | 1 | - | 0 | 6 | 10 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 2 | 0 | - | 0 | 2 | 3 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 0 | 4 | 0 | - | 0 | 4 | 6 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 0 | 0 | 0 | 10 | 0 | 13 | 1 | 0 | 0 | 14 | 24 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 92.86 | 7.14 | 0.00 | 0.00 | - | |
| PHF | 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 | 0.63 | 0.00 | 0.00 | 0.00 | **0.63** | 0.00 | 0.65 | 0.25 | 0.00 | 0.00 | **0.58** | **0.60** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 3 | 0 | - | 0 | 3 | 3 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 6 | 0 | - | 0 | 6 | 6 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 1 | 0 | - | 0 | 1 | 2 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 0 | 1 | 0 | - | 0 | 1 | 3 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 3 | 0 | 11 | 0 | 0 | 0 | 11 | 14 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 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 | 0.38 | 0.00 | 0.00 | 0.00 | **0.38** | 0.00 | 0.46 | 0.00 | 0.00 | 0.00 | **0.46** | **0.58** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 0700 - 0715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0715 - 0730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0730 - 0745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 0745 - 0800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Peak Hour Turning Movement Count

Hall County, GA

Click here for Map

Marr Traffic DATA COLLECTION

www.marrtraffic.com

| Wednesday, March 12, 2025 | | |
|---|---|---|
| | Fair | 58°F |
| Period | 1600 - 1800 | APPLY |
| Peak Hour | 1700 - 1800 | APPLY |
| Global PH | 1700 - 1800 | APPLY |

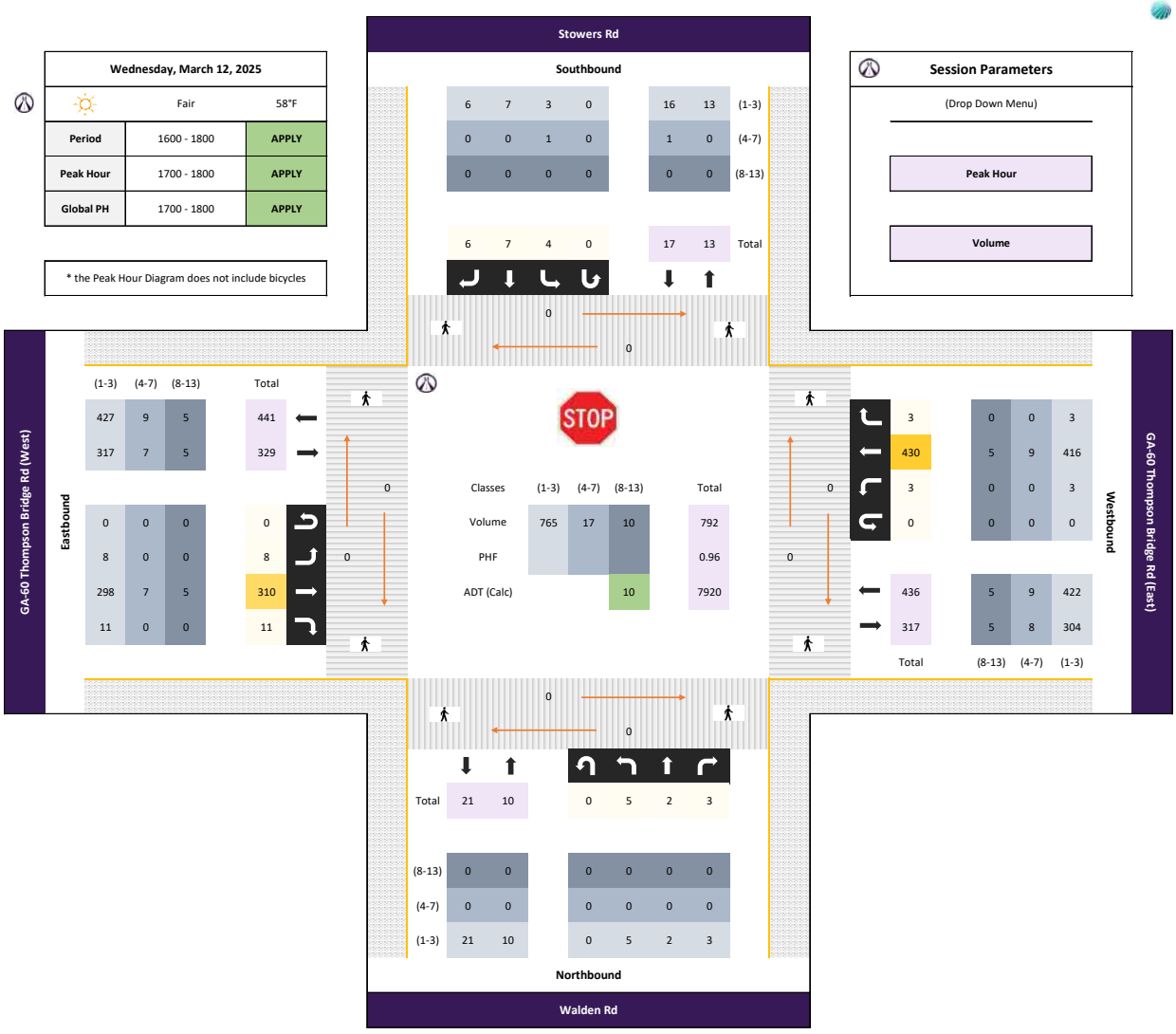
* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 1700 - 1715 | 0 | 1 | 0 | - | 0 | 1 | 1 | 0 | 1 | - | 0 | 2 | 2 | 65 | 2 | - | 0 | 69 | 0 | 110 | 1 | - | 0 | 111 | 183 |
| 1715 - 1730 | 1 | 0 | 0 | - | 0 | 1 | 2 | 2 | 2 | - | 0 | 6 | 1 | 97 | 0 | - | 0 | 98 | 1 | 100 | 0 | - | 0 | 101 | 206 |
| 1730 - 1745 | 2 | 0 | 2 | - | 0 | 4 | 0 | 2 | 3 | - | 0 | 5 | 2 | 74 | 7 | - | 0 | 83 | 2 | 110 | 1 | - | 0 | 113 | 205 |
| 1745 - 1800 | 2 | 1 | 1 | - | 0 | 4 | 1 | 3 | 0 | - | 0 | 4 | 3 | 74 | 2 | - | 0 | 79 | 0 | 110 | 1 | - | 0 | 111 | 198 |
| Total | 5 | 2 | 3 | 0 | 0 | 10 | 4 | 7 | 6 | 0 | 0 | 17 | 8 | 310 | 11 | 0 | 0 | 329 | 3 | 430 | 3 | 0 | 0 | 436 | 792 |
| Approach % | 50.00 | 20.00 | 30.00 | 0.00 | 0.00 | - | 23.53 | 41.18 | 35.29 | 0.00 | 0.00 | - | 2.43 | 94.22 | 3.34 | 0.00 | 0.00 | - | 0.69 | 98.62 | 0.69 | 0.00 | 0.00 | - | |
| PHF | 0.63 | 0.50 | 0.38 | 0.00 | 0.00 | **0.63** | 0.50 | 0.58 | 0.50 | 0.00 | 0.00 | **0.71** | 0.67 | 0.80 | 0.39 | 0.00 | 0.00 | **0.84** | 0.38 | 0.98 | 0.75 | 0.00 | 0.00 | **0.96** | **0.96** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 1700 - 1715 | 0 | 1 | 0 | - | 0 | 1 | 1 | 0 | 1 | - | 0 | 2 | 2 | 64 | 2 | - | 0 | 68 | 0 | 103 | 1 | - | 0 | 104 | 175 |
| 1715 - 1730 | 1 | 0 | 0 | - | 0 | 1 | 1 | 2 | 2 | - | 0 | 5 | 1 | 93 | 0 | - | 0 | 94 | 1 | 99 | 0 | - | 0 | 100 | 200 |
| 1730 - 1745 | 2 | 0 | 2 | - | 0 | 4 | 0 | 2 | 3 | - | 0 | 5 | 2 | 69 | 7 | - | 0 | 78 | 2 | 105 | 1 | - | 0 | 108 | 195 |
| 1745 - 1800 | 2 | 1 | 1 | - | 0 | 4 | 1 | 3 | 0 | - | 0 | 4 | 3 | 72 | 2 | - | 0 | 77 | 0 | 109 | 1 | - | 0 | 110 | 195 |
| Total | 5 | 2 | 3 | 0 | 0 | 10 | 3 | 7 | 6 | 0 | 0 | 16 | 8 | 298 | 11 | 0 | 0 | 317 | 3 | 416 | 3 | 0 | 0 | 422 | 765 |
| Approach % | 50.00 | 20.00 | 30.00 | 0.00 | 0.00 | - | 18.75 | 43.75 | 37.50 | 0.00 | 0.00 | - | 2.52 | 94.01 | 3.47 | 0.00 | 0.00 | - | 0.71 | 98.58 | 0.71 | 0.00 | 0.00 | - | |
| PHF | 0.63 | 0.50 | 0.38 | 0.00 | 0.00 | **0.63** | 0.75 | 0.58 | 0.50 | 0.00 | 0.00 | **0.80** | 0.67 | 0.80 | 0.39 | 0.00 | 0.00 | **0.84** | 0.38 | 0.95 | 0.75 | 0.00 | 0.00 | **0.96** | **0.96** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 5 | 0 | - | 0 | 5 | 6 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 1 | 0 | 0 | - | 0 | 1 | 0 | 2 | 0 | - | 0 | 2 | 0 | 1 | 0 | - | 0 | 1 | 4 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 3 | 0 | - | 0 | 3 | 0 | 2 | 0 | - | 0 | 2 | 5 |
| 1745 - 1800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 1 | 0 | - | 0 | 1 | 2 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 7 | 0 | 0 | 0 | 7 | 0 | 9 | 0 | 0 | 0 | 9 | 17 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 100.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | **0.25** | 0.00 | 0.58 | 0.00 | 0.00 | 0.00 | **0.58** | 0.00 | 0.45 | 0.00 | 0.00 | 0.00 | **0.45** | **0.71** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 2 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 0 | 0 | 0 | - | 0 | 0 | 2 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 2 | 0 | - | 0 | 2 | 0 | 3 | 0 | - | 0 | 3 | 5 |
| 1745 - 1800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 1 | 0 | - | 0 | 1 | 0 | 0 | 0 | - | 0 | 0 | 1 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 5 | 0 | 5 | 0 | 0 | 0 | 5 | 10 |
| Approach % | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 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 | 0.63 | 0.00 | 0.00 | 0.00 | **0.63** | 0.00 | 0.42 | 0.00 | 0.00 | 0.00 | **0.42** | **0.50** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | Westbound | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Walden Rd | | | | | | Stowers Rd | | | | | | GA-60 Thompson Bridge Rd (West) | | | | | | GA-60 Thompson Bridge Rd (East) | | | | | | |
| | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Left | Thru | Right | | U-Turn | App | Int |
| Time | 3.1 | 3.2 | 3.3 | | 3.4 | Total | 3.5 | 3.6 | 3.7 | | 3.8 | Total | 3.9 | 3.10 | 3.11 | | 3.12 | Total | 3.13 | 3.14 | 3.15 | | 3.16 | Total | Total |
| 1700 - 1715 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1715 - 1730 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1730 - 1745 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| 1745 - 1800 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 | 0 | 0 | - | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Classified Turn Movement Count || All vehicles

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Hall County, GA

**Site 3**
Walden Rd
Stowers Rd
GA-60 Thompson Bridge Rd (West)
GA-60 Thompson Bridge Rd (East)

**Date**
Wednesday, March 12, 2025

**Lat/Long**
34.434018°, -83.922357°
Click here for Map

**Weather**
Fair
58°F
Click here for Detailed Weather

**0600 - 0800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound (Walden Rd) | | | | | Southbound (Stowers Rd) | | | | | Eastbound (GA-60 Thompson Bridge Rd (West)) | | | | | Westbound (GA-60 Thompson Bridge Rd (East)) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | Left 3.1 | Thru 3.2 | Right 3.3 | U-Turn 3.4 | App Total | Left 3.5 | Thru 3.6 | Right 3.7 | U-Turn 3.8 | App Total | Left 3.9 | Thru 3.10 | Right 3.11 | U-Turn 3.12 | App Total | Left 3.13 | Thru 3.14 | Right 3.15 | U-Turn 3.16 | App Total | Int Total |
| 0600 - 0615 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 54 | 0 | 0 | 54 | 0 | 29 | 0 | 0 | 29 | 85 |
| 0615 - 0630 | 3 | 0 | 1 | 0 | 4 | 0 | 0 | 2 | 0 | 2 | 1 | 72 | 0 | 0 | 73 | 0 | 30 | 0 | 0 | 30 | 109 |
| 0630 - 0645 | 2 | 0 | 0 | 0 | 2 | 0 | 0 | 2 | 0 | 2 | 0 | 86 | 0 | 0 | 86 | 0 | 69 | 0 | 0 | 69 | 159 |
| 0645 - 0700 | 2 | 0 | 1 | 0 | 3 | 0 | 0 | 2 | 0 | 2 | 0 | 71 | 0 | 0 | 71 | 1 | 63 | 0 | 0 | 64 | 140 |
| Hourly Total | 8 | 0 | 2 | 0 | **10** | 0 | 0 | 7 | 0 | **7** | 1 | 283 | 0 | 0 | **284** | 1 | 191 | 0 | 0 | **192** | **493** |
| 0700 - 0715 | 1 | 1 | 0 | 0 | 2 | 1 | 0 | 2 | 0 | 3 | 1 | 80 | 0 | 0 | 81 | 0 | 53 | 0 | 0 | 53 | 139 |
| 0715 - 0730 | 3 | 0 | 1 | 0 | 4 | 0 | 0 | 2 | 0 | 2 | 1 | 117 | 0 | 0 | 118 | 0 | 59 | 1 | 0 | 60 | 184 |
| 0730 - 0745 | 2 | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 1 | 109 | 1 | 0 | 111 | 0 | 77 | 2 | 0 | 79 | 193 |
| 0745 - 0800 | 2 | 1 | 2 | 0 | 5 | 1 | 2 | 0 | 0 | 3 | 1 | 94 | 0 | 0 | 95 | 0 | 73 | 0 | 0 | 73 | 176 |
| Hourly Total | 8 | 2 | 4 | 0 | **14** | 2 | 2 | 4 | 0 | **8** | 4 | 400 | 1 | 0 | **405** | 0 | 262 | 3 | 0 | **265** | **692** |
| Grand Total | 16 | 2 | 6 | 0 | **24** | 2 | 2 | 11 | 0 | **15** | 5 | 683 | 1 | 0 | **689** | 1 | 453 | 3 | 0 | **457** | **1185** |
| Approach % | 66.67 | 8.33 | 25.00 | 0.00 | - | 13.33 | 13.33 | 73.33 | 0.00 | - | 0.73 | 99.13 | 0.15 | 0.00 | - | 0.22 | 99.12 | 0.66 | 0.00 | - | |
| Intersection % | 1.35 | 0.17 | 0.51 | 0.00 | 2.03 | 0.17 | 0.17 | 0.93 | 0.00 | 1.27 | 0.42 | 57.64 | 0.08 | 0.00 | 58.14 | 0.08 | 38.23 | 0.25 | 0.00 | 38.57 | |
| Heavy Vehicle % | 0 | 0 | 0 | - | **0** | 0 | 0 | 0 | - | **0** | 0 | 3 | 0 | - | **3** | 0 | 6 | 33 | - | **7** | **4** |
| PHF | 0.67 | 0.50 | 0.50 | 0.00 | **0.70** | 0.50 | 0.25 | 0.50 | 0.00 | **0.67** | 1.00 | 0.85 | 0.25 | 0.00 | **0.86** | 0.00 | 0.85 | 0.38 | 0.00 | **0.84** | **0.90** |

**1600 - 1800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound (Walden Rd) | | | | | Southbound (Stowers Rd) | | | | | Eastbound (GA-60 Thompson Bridge Rd (West)) | | | | | Westbound (GA-60 Thompson Bridge Rd (East)) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TIME | Left 3.1 | Thru 3.2 | Right 3.3 | U-Turn 3.4 | App Total | Left 3.5 | Thru 3.6 | Right 3.7 | U-Turn 3.8 | App Total | Left 3.9 | Thru 3.10 | Right 3.11 | U-Turn 3.12 | App Total | Left 3.13 | Thru 3.14 | Right 3.15 | U-Turn 3.16 | App Total | Int Total |
| 1600 - 1615 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 80 | 0 | 0 | 82 | 2 | 104 | 0 | 0 | 106 | 188 |
| 1615 - 1630 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 2 | 83 | 3 | 0 | 88 | 1 | 101 | 1 | 0 | 103 | 193 |
| 1630 - 1645 | 4 | 0 | 4 | 0 | 8 | 1 | 0 | 3 | 0 | 4 | 2 | 78 | 0 | 0 | 80 | 0 | 92 | 1 | 0 | 93 | 185 |
| 1645 - 1700 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 0 | 2 | 1 | 70 | 6 | 0 | 77 | 0 | 106 | 2 | 0 | 108 | 188 |
| Hourly Total | 5 | 0 | 5 | 0 | **10** | 1 | 2 | 4 | 0 | **7** | 7 | 311 | 9 | 0 | **327** | 3 | 403 | 4 | 0 | **410** | **754** |
| 1700 - 1715 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 1 | 0 | 2 | 2 | 65 | 2 | 0 | 69 | 0 | 110 | 1 | 0 | 111 | 183 |
| 1715 - 1730 | 1 | 0 | 0 | 0 | 1 | 2 | 2 | 2 | 0 | 6 | 1 | 97 | 0 | 0 | 98 | 1 | 100 | 0 | 0 | 101 | 206 |
| 1730 - 1745 | 2 | 0 | 2 | 0 | 4 | 0 | 2 | 3 | 0 | 5 | 2 | 74 | 7 | 0 | 83 | 2 | 110 | 1 | 0 | 113 | 205 |
| 1745 - 1800 | 2 | 1 | 1 | 0 | 4 | 1 | 3 | 0 | 0 | 4 | 3 | 74 | 2 | 0 | 79 | 0 | 110 | 1 | 0 | 111 | 198 |
| Hourly Total | 5 | 2 | 3 | 0 | **10** | 4 | 7 | 6 | 0 | **17** | 8 | 310 | 11 | 0 | **329** | 3 | 430 | 3 | 0 | **436** | **792** |
| Grand Total | 10 | 2 | 8 | 0 | **20** | 5 | 9 | 10 | 0 | **24** | 15 | 621 | 20 | 0 | **656** | 6 | 833 | 7 | 0 | **846** | **1546** |
| Approach % | 50.00 | 10.00 | 40.00 | 0.00 | - | 20.83 | 37.50 | 41.67 | 0.00 | - | 2.29 | 94.66 | 3.05 | 0.00 | - | 0.71 | 98.46 | 0.83 | 0.00 | - | |
| Intersection % | 0.65 | 0.13 | 0.52 | 0.00 | 1.29 | 0.32 | 0.58 | 0.65 | 0.00 | 1.55 | 0.97 | 40.17 | 1.29 | 0.00 | 42.43 | 0.39 | 53.88 | 0.45 | 0.00 | 54.72 | |
| Heavy Vehicle % | 0 | 0 | 0 | - | **0** | 20 | 0 | 0 | - | **4** | 0 | 5 | 0 | - | **5** | 0 | 3 | 0 | - | **3** | **4** |
| PHF | 0.63 | 0.50 | 0.38 | 0.00 | **0.63** | 0.50 | 0.58 | 0.50 | 0.00 | **0.71** | 0.67 | 0.80 | 0.39 | 0.00 | **0.84** | 0.38 | 0.98 | 0.75 | 0.00 | **0.96** | **0.96** |

# Peak Hour Turning Movement Count

# Yellow Creek Road at SR 60/Thompson Bridge Road

# Peak Hour Turning Movement Count

Click here for Map

Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com

| Wednesday, March 12, 2025 | | |
|---|---|---|
| | Fair | 58°F |
| Period | 0600 - 0800 | APPLY |
| Peak Hour | 0700 - 0800 | APPLY |
| Global PH | 0700 - 0800 | APPLY |

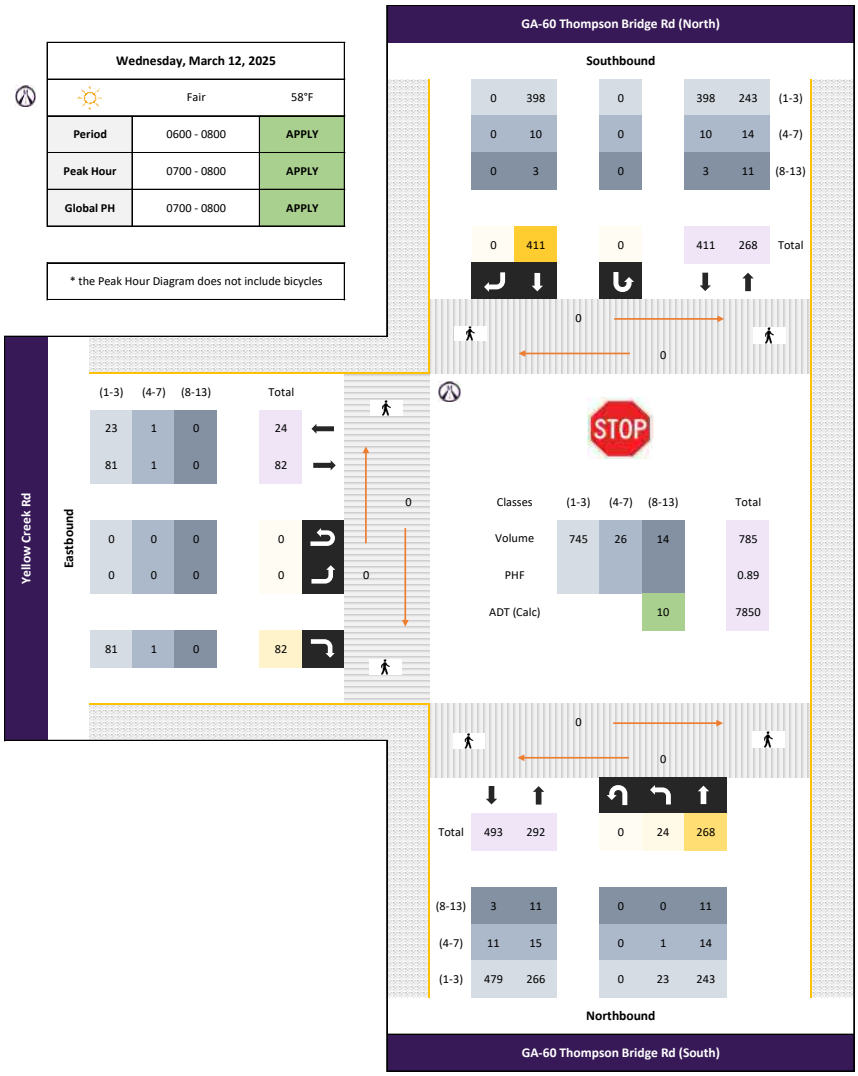
* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 0700 - 0715 | 1 | 46 | - | - | 0 | 47 | - | 80 | 0 | - | 0 | 80 | 0 | - | 8 | - | 0 | 8 | - | - | - | - | - | 0 | 135 |
| 0715 - 0730 | 7 | 63 | - | - | 0 | 70 | - | 114 | 0 | - | 0 | 114 | 0 | - | 29 | - | 0 | 29 | - | - | - | - | - | 0 | 213 |
| 0730 - 0745 | 4 | 83 | - | - | 0 | 87 | - | 107 | 0 | - | 0 | 107 | 0 | - | 23 | - | 0 | 23 | - | - | - | - | - | 0 | 217 |
| 0745 - 0800 | 12 | 76 | - | - | 0 | 88 | - | 110 | 0 | - | 0 | 110 | 0 | - | 22 | - | 0 | 22 | - | - | - | - | - | 0 | 220 |
| Total | 24 | 268 | 0 | 0 | 0 | 292 | 0 | 411 | 0 | 0 | 0 | 411 | 0 | 0 | 82 | 0 | 0 | 82 | 0 | 0 | 0 | 0 | 0 | 0 | 785 |
| Approach % | 8.22 | 91.78 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 0.50 | 0.81 | 0.00 | 0.00 | 0.00 | **0.83** | 0.00 | 0.90 | 0.00 | 0.00 | 0.00 | **0.90** | 0.00 | 0.00 | 0.71 | 0.00 | 0.00 | **0.71** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.89** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 0700 - 0715 | 1 | 41 | - | - | 0 | 42 | - | 77 | 0 | - | 0 | 77 | 0 | - | 8 | - | 0 | 8 | - | - | - | - | - | 0 | 127 |
| 0715 - 0730 | 6 | 51 | - | - | 0 | 57 | - | 110 | 0 | - | 0 | 110 | 0 | - | 29 | - | 0 | 29 | - | - | - | - | - | 0 | 196 |
| 0730 - 0745 | 4 | 80 | - | - | 0 | 84 | - | 105 | 0 | - | 0 | 105 | 0 | - | 23 | - | 0 | 23 | - | - | - | - | - | 0 | 212 |
| 0745 - 0800 | 12 | 71 | - | - | 0 | 83 | - | 106 | 0 | - | 0 | 106 | 0 | - | 21 | - | 0 | 21 | - | - | - | - | - | 0 | 210 |
| Total | 23 | 243 | 0 | 0 | 0 | 266 | 0 | 398 | 0 | 0 | 0 | 398 | 0 | 0 | 81 | 0 | 0 | 81 | 0 | 0 | 0 | 0 | 0 | 0 | 745 |
| Approach % | 8.65 | 91.35 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 0.48 | 0.76 | 0.00 | 0.00 | 0.00 | **0.79** | 0.00 | 0.90 | 0.00 | 0.00 | 0.00 | **0.90** | 0.00 | 0.00 | 0.70 | 0.00 | 0.00 | **0.70** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.88** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 0700 - 0715 | 0 | 2 | - | - | 0 | 2 | - | 3 | 0 | - | 0 | 3 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 5 |
| 0715 - 0730 | 1 | 6 | - | - | 0 | 7 | - | 4 | 0 | - | 0 | 4 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 11 |
| 0730 - 0745 | 0 | 2 | - | - | 0 | 2 | - | 1 | 0 | - | 0 | 1 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 3 |
| 0745 - 0800 | 0 | 4 | - | - | 0 | 4 | - | 2 | 0 | - | 0 | 2 | 0 | - | 1 | - | 0 | 1 | - | - | - | - | - | 0 | 7 |
| Total | 1 | 14 | 0 | 0 | 0 | 15 | 0 | 10 | 0 | 0 | 0 | 10 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 26 |
| Approach % | 6.67 | 93.33 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 0.25 | 0.58 | 0.00 | 0.00 | 0.00 | **0.54** | 0.00 | 0.63 | 0.00 | 0.00 | 0.00 | **0.63** | 0.00 | 0.00 | 0.25 | 0.00 | 0.00 | **0.25** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.59** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 0700 - 0715 | 0 | 3 | - | - | 0 | 3 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 3 |
| 0715 - 0730 | 0 | 6 | - | - | 0 | 6 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 6 |
| 0730 - 0745 | 0 | 1 | - | - | 0 | 1 | - | 1 | 0 | - | 0 | 1 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 2 |
| 0745 - 0800 | 0 | 1 | - | - | 0 | 1 | - | 2 | 0 | - | 0 | 2 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 3 |
| Total | 0 | 11 | 0 | 0 | 0 | 11 | 0 | 3 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |
| Approach % | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 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 | - | |
| PHF | 0.00 | 0.46 | 0.00 | 0.00 | 0.00 | **0.46** | 0.00 | 0.38 | 0.00 | 0.00 | 0.00 | **0.38** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.58** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 0700 - 0715 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| 0715 - 0730 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| 0730 - 0745 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| 0745 - 0800 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Peak Hour Turning Movement Count

Click here for Map

Hall County, GA

Marr Traffic DATA COLLECTION

www.marrtraffic.com

| Wednesday, March 12, 2025 | | |
|---|---|---|
| | Fair | 58°F |
| Period | 1600 - 1800 | APPLY |
| Peak Hour | 1700 - 1800 | APPLY |
| Global PH | 1700 - 1800 | APPLY |

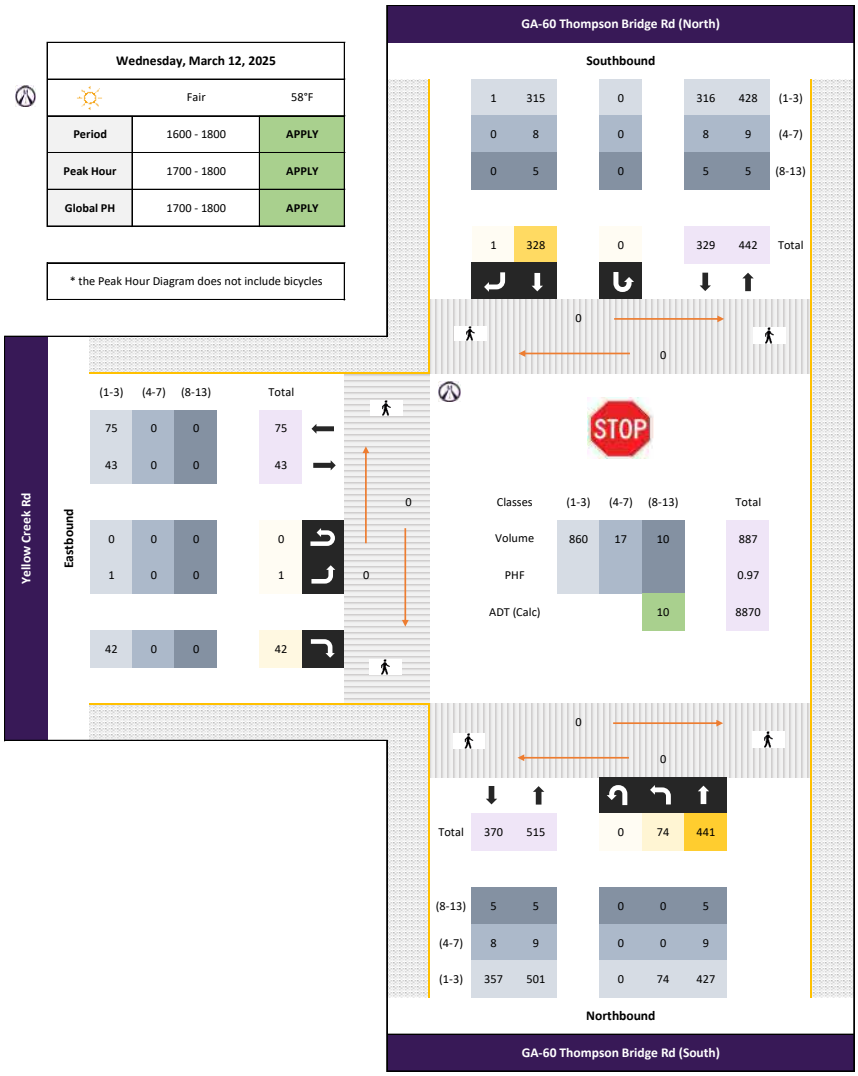
* the Peak Hour Diagram does not include bicycles

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume



**All vehicles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 1700 - 1715 | 17 | 116 | - | - | 0 | 133 | - | 74 | 0 | - | 0 | 74 | 0 | - | 10 | - | 0 | 10 | - | - | - | - | - | 0 | 217 |
| 1715 - 1730 | 17 | 99 | - | - | 0 | 116 | - | 97 | 0 | - | 0 | 97 | 0 | - | 7 | - | 0 | 7 | - | - | - | - | - | 0 | 220 |
| 1730 - 1745 | 21 | 117 | - | - | 0 | 138 | - | 75 | 1 | - | 0 | 76 | 1 | - | 13 | - | 0 | 14 | - | - | - | - | - | 0 | 228 |
| 1745 - 1800 | 19 | 109 | - | - | 0 | 128 | - | 82 | 0 | - | 0 | 82 | 0 | - | 12 | - | 0 | 12 | - | - | - | - | - | 0 | 222 |
| Total | 74 | 441 | 0 | 0 | 0 | 515 | 0 | 328 | 1 | 0 | 0 | 329 | 1 | 0 | 42 | 0 | 0 | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 887 |
| Approach % | 14.37 | 85.63 | 0.00 | 0.00 | 0.00 | - | 0.00 | 99.70 | 0.30 | 0.00 | 0.00 | - | 2.33 | 0.00 | 97.67 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 0.88 | 0.94 | 0.00 | 0.00 | 0.00 | **0.93** | 0.00 | 0.85 | 0.25 | 0.00 | 0.00 | **0.85** | 0.25 | 0.00 | 0.81 | 0.00 | 0.00 | **0.77** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.97** |

**Passenger Vehicles (1-3)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 1700 - 1715 | 17 | 109 | - | - | 0 | 126 | - | 73 | 0 | - | 0 | 73 | 0 | - | 10 | - | 0 | 10 | - | - | - | - | - | 0 | 209 |
| 1715 - 1730 | 17 | 98 | - | - | 0 | 115 | - | 92 | 0 | - | 0 | 92 | 0 | - | 7 | - | 0 | 7 | - | - | - | - | - | 0 | 214 |
| 1730 - 1745 | 21 | 112 | - | - | 0 | 133 | - | 70 | 1 | - | 0 | 71 | 1 | - | 13 | - | 0 | 14 | - | - | - | - | - | 0 | 218 |
| 1745 - 1800 | 19 | 108 | - | - | 0 | 127 | - | 80 | 0 | - | 0 | 80 | 0 | - | 12 | - | 0 | 12 | - | - | - | - | - | 0 | 219 |
| Total | 74 | 427 | 0 | 0 | 0 | 501 | 0 | 315 | 1 | 0 | 0 | 316 | 1 | 0 | 42 | 0 | 0 | 43 | 0 | 0 | 0 | 0 | 0 | 0 | 860 |
| Approach % | 14.77 | 85.23 | 0.00 | 0.00 | 0.00 | - | 0.00 | 99.68 | 0.32 | 0.00 | 0.00 | - | 2.33 | 0.00 | 97.67 | 0.00 | 0.00 | - | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - | |
| PHF | 0.88 | 0.95 | 0.00 | 0.00 | 0.00 | **0.94** | 0.00 | 0.86 | 0.25 | 0.00 | 0.00 | **0.86** | 0.25 | 0.00 | 0.81 | 0.00 | 0.00 | **0.77** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.98** |

**Single Unit Trucks (4-7)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 1700 - 1715 | 0 | 5 | - | - | 0 | 5 | - | 1 | 0 | - | 0 | 1 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 6 |
| 1715 - 1730 | 0 | 1 | - | - | 0 | 1 | - | 3 | 0 | - | 0 | 3 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 4 |
| 1730 - 1745 | 0 | 2 | - | - | 0 | 2 | - | 3 | 0 | - | 0 | 3 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 5 |
| 1745 - 1800 | 0 | 1 | - | - | 0 | 1 | - | 1 | 0 | - | 0 | 1 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 2 |
| Total | 0 | 9 | 0 | 0 | 0 | 9 | 0 | 8 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 17 |
| Approach % | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 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 | - | |
| PHF | 0.00 | 0.45 | 0.00 | 0.00 | 0.00 | **0.45** | 0.00 | 0.67 | 0.00 | 0.00 | 0.00 | **0.67** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.71** |

**Combination Trucks (8-13)**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 1700 - 1715 | 0 | 2 | - | - | 0 | 2 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 2 |
| 1715 - 1730 | 0 | 0 | - | - | 0 | 0 | - | 2 | 0 | - | 0 | 2 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 2 |
| 1730 - 1745 | 0 | 3 | - | - | 0 | 3 | - | 2 | 0 | - | 0 | 2 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 5 |
| 1745 - 1800 | 0 | 0 | - | - | 0 | 0 | - | 1 | 0 | - | 0 | 1 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 1 |
| Total | 0 | 5 | 0 | 0 | 0 | 5 | 0 | 5 | 0 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 |
| Approach % | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | - | 0.00 | 100.00 | 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 | - | |
| PHF | 0.00 | 0.42 | 0.00 | 0.00 | 0.00 | **0.42** | 0.00 | 0.63 | 0.00 | 0.00 | 0.00 | **0.63** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.50** |

**Bicycles**

| | Northbound | | | | | | Southbound | | | | | | Eastbound | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | | | GA-60 Thompson Bridge Rd (North) | | | | | | Yellow Creek Rd | | | | | | | | | | | | |
| | Left | Thru | | | U-Turn | App | | Thru | Right | | U-Turn | App | Left | | Right | | U-Turn | App | | | | | | App | Int |
| Time | 4.1 | 4.2 | | | 4.3 | Total | | 4.4 | 4.5 | | 4.6 | Total | 4.7 | | 4.8 | | 4.9 | Total | | | | | | Total | Total |
| 1700 - 1715 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| 1715 - 1730 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| 1730 - 1745 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| 1745 - 1800 | 0 | 0 | - | - | 0 | 0 | - | 0 | 0 | - | 0 | 0 | 0 | - | 0 | - | 0 | 0 | - | - | - | - | - | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Approach % | 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 | 0.00 | - | |
| PHF | 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 | 0.00 | 0.00 | 0.00 | 0.00 | **0.00** | **0.00** |

# Classified Turn Movement Count || All vehicles

Marr Traffic DATA COLLECTION
www.marrtraffic.com

Hall County, GA

**Site 4**
GA-60 Thompson Bridge Rd (South)
GA-60 Thompson Bridge Rd (North)
Yellow Creek Rd

**Date**
Wednesday, March 12, 2025

**Lat/Long**
34.424460°, -83.910830°
Click here for Map

**Weather**
Fair
58°F
Click here for Detailed Weather

**0600 - 0800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound | | | | Southbound | | | | Eastbound | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | GA-60 Thompson Bridge Rd (North) | | | | Yellow Creek Rd | | | | |
| TIME | Left 4.1 | Thru 4.2 | U-Turn 4.3 | App Total | Thru 4.4 | Right 4.5 | U-Turn 4.6 | App Total | Left 4.7 | Right 4.8 | U-Turn 4.9 | App Total | Int Total |
| 0600 - 0615 | 1 | 30 | 0 | 31 | 59 | 0 | 0 | 59 | 0 | 4 | 0 | 4 | 94 |
| 0615 - 0630 | 1 | 34 | 0 | 35 | 71 | 1 | 0 | 72 | 0 | 6 | 0 | 6 | 113 |
| 0630 - 0645 | 1 | 70 | 0 | 71 | 87 | 0 | 0 | 87 | 0 | 12 | 0 | 12 | 170 |
| 0645 - 0700 | 4 | 65 | 0 | 69 | 79 | 0 | 0 | 79 | 0 | 8 | 0 | 8 | 156 |
| Hourly Total | 7 | 199 | 0 | **206** | 296 | 1 | 0 | **297** | 0 | 30 | 0 | **30** | **533** |
| 0700 - 0715 | 1 | 46 | 0 | 47 | 80 | 0 | 0 | 80 | 0 | 8 | 0 | 8 | 135 |
| 0715 - 0730 | 7 | 63 | 0 | 70 | 114 | 0 | 0 | 114 | 0 | 29 | 0 | 29 | 213 |
| 0730 - 0745 | 4 | 83 | 0 | 87 | 107 | 0 | 0 | 107 | 0 | 23 | 0 | 23 | 217 |
| 0745 - 0800 | 12 | 76 | 0 | 88 | 110 | 0 | 0 | 110 | 0 | 22 | 0 | 22 | 220 |
| Hourly Total | 24 | 268 | 0 | **292** | 411 | 0 | 0 | **411** | 0 | 82 | 0 | **82** | **785** |
| Grand Total | 31 | 467 | 0 | **498** | 707 | 1 | 0 | **708** | 0 | 112 | 0 | **112** | **1318** |
| Approach % | 6.22 | 93.78 | 0.00 | - | 99.86 | 0.14 | 0.00 | - | 0.00 | 100.00 | 0.00 | - | |
| Intersection % | 2.35 | 35.43 | 0.00 | 37.78 | 53.64 | 0.08 | 0.00 | 53.72 | 0.00 | 8.50 | 0.00 | 8.50 | |
| Heavy Vehicle % | 6 | 6 | - | **6** | 3 | 0 | - | **3** | - | 2 | - | **2** | **4** |
| PHF | 0.50 | 0.81 | 0.00 | **0.83** | 0.90 | 0.00 | 0.00 | **0.90** | 0.00 | 0.71 | 0.00 | **0.71** | **0.89** |

**1600 - 1800 (Weekday 2h Session) (03-12-2025)**
All vehicles

| | Northbound | | | | Southbound | | | | Eastbound | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | GA-60 Thompson Bridge Rd (South) | | | | GA-60 Thompson Bridge Rd (North) | | | | Yellow Creek Rd | | | | |
| TIME | Left 4.1 | Thru 4.2 | U-Turn 4.3 | App Total | Thru 4.4 | Right 4.5 | U-Turn 4.6 | App Total | Left 4.7 | Right 4.8 | U-Turn 4.9 | App Total | Int Total |
| 1600 - 1615 | 16 | 112 | 0 | 128 | 81 | 0 | 0 | 81 | 0 | 9 | 0 | 9 | 218 |
| 1615 - 1630 | 19 | 96 | 0 | 115 | 90 | 0 | 0 | 90 | 0 | 8 | 0 | 8 | 213 |
| 1630 - 1645 | 24 | 98 | 0 | 122 | 76 | 0 | 0 | 76 | 0 | 14 | 0 | 14 | 212 |
| 1645 - 1700 | 18 | 106 | 0 | 124 | 75 | 0 | 0 | 75 | 0 | 12 | 0 | 12 | 211 |
| Hourly Total | 77 | 412 | 0 | **489** | 322 | 0 | 0 | **322** | 0 | 43 | 0 | **43** | **854** |
| 1700 - 1715 | 17 | 116 | 0 | 133 | 74 | 0 | 0 | 74 | 0 | 10 | 0 | 10 | 217 |
| 1715 - 1730 | 17 | 99 | 0 | 116 | 97 | 0 | 0 | 97 | 0 | 7 | 0 | 7 | 220 |
| 1730 - 1745 | 21 | 117 | 0 | 138 | 75 | 1 | 0 | 76 | 1 | 13 | 0 | 14 | 228 |
| 1745 - 1800 | 19 | 109 | 0 | 128 | 82 | 0 | 0 | 82 | 0 | 12 | 0 | 12 | 222 |
| Hourly Total | 74 | 441 | 0 | **515** | 328 | 1 | 0 | **329** | 1 | 42 | 0 | **43** | **887** |
| Grand Total | 151 | 853 | 0 | **1004** | 650 | 1 | 0 | **651** | 1 | 85 | 0 | **86** | **1741** |
| Approach % | 15.04 | 84.96 | 0.00 | - | 99.85 | 0.15 | 0.00 | - | 1.16 | 98.84 | 0.00 | - | |
| Intersection % | 8.67 | 48.99 | 0.00 | 57.67 | 37.33 | 0.06 | 0.00 | 37.39 | 0.06 | 4.88 | 0.00 | 4.94 | |
| Heavy Vehicle % | 1 | 3 | - | **3** | 5 | 0 | - | **5** | 0 | 4 | - | **3** | **4** |
| PHF | 0.88 | 0.94 | 0.00 | **0.93** | 0.85 | 0.25 | 0.00 | **0.85** | 0.25 | 0.81 | 0.00 | **0.77** | **0.97** |

# Appendix C

# Synchro Reports

# Existing (2025)

| Intersection | |
|---|---|
| Int Delay, s/veh | 3.7 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 20 | 34 | 0 | 1 | 2 | 5 | 0 | 0 | 9 | 3 | 1 | 2 |
| Future Vol, veh/h | 20 | 34 | 0 | 1 | 2 | 5 | 0 | 0 | 9 | 3 | 1 | 2 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 25 | 43 | 0 | 1 | 3 | 6 | 0 | 0 | 11 | 4 | 1 | 3 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 9 | 0 | 0 | 43 | 0 | 0 | 103 | 104 | 43 | 107 | 101 | 6 |
| Stage 1 | - | - | - | - | - | - | 93 | 93 | - | 8 | 8 | - |
| Stage 2 | - | - | - | - | - | - | 10 | 11 | - | 99 | 93 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1611 | - | - | 1566 | - | - | 877 | 786 | 1027 | 872 | 789 | 1077 |
| Stage 1 | - | - | - | - | - | - | 914 | 818 | - | 1013 | 889 | - |
| Stage 2 | - | - | - | - | - | - | 1011 | 886 | - | 907 | 818 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1611 | - | - | 1566 | - | - | 863 | 773 | 1027 | 851 | 776 | 1077 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 863 | 773 | - | 851 | 776 | - |
| Stage 1 | - | - | - | - | - | - | 899 | 805 | - | 997 | 888 | - |
| Stage 2 | - | - | - | - | - | - | 1006 | 885 | - | 883 | 805 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2.7 | 0.9 | 8.5 | 9 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 1027 | 1611 | - | - | 1566 | - | - | 899 |
| HCM Lane V/C Ratio | 0.011 | 0.016 | - | - | 0.001 | - | - | 0.008 |
| HCM Control Delay (s) | 8.5 | 7.3 | 0 | - | 7.3 | 0 | - | 9 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | 0 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.6 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 3 | 60 | 0 | 0 | 10 | 2 | 0 | 0 | 0 | 0 | 2 | 1 |
| Future Vol, veh/h | 3 | 60 | 0 | 0 | 10 | 2 | 0 | 0 | 0 | 0 | 2 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 3 | 65 | 0 | 0 | 11 | 2 | 0 | 0 | 0 | 0 | 2 | 1 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 13 | 0 | 0 | 65 | 0 | 0 | 85 | 84 | 65 | 83 | 83 | 12 |
| Stage 1 | - | - | - | - | - | - | 71 | 71 | - | 12 | 12 | - |
| Stage 2 | - | - | - | - | - | - | 14 | 13 | - | 71 | 71 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1606 | - | - | 1537 | - | - | 901 | 806 | 999 | 904 | 807 | 1069 |
| Stage 1 | - | - | - | - | - | - | 939 | 836 | - | 1009 | 886 | - |
| Stage 2 | - | - | - | - | - | - | 1006 | 885 | - | 939 | 836 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1606 | - | - | 1537 | - | - | 896 | 804 | 999 | 902 | 805 | 1069 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 896 | 804 | - | 902 | 805 | - |
| Stage 1 | - | - | - | - | - | - | 937 | 834 | - | 1007 | 886 | - |
| Stage 2 | - | - | - | - | - | - | 1003 | 885 | - | 937 | 834 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.3 | 0 | 0 | 9.1 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | - | 1606 | - | - | 1537 | - | - | 877 |
| HCM Lane V/C Ratio | - | 0.002 | - | - | - | - | - | 0.004 |
| HCM Control Delay (s) | 0 | 7.2 | 0 | - | 0 | - | - | 9.1 |
| HCM Lane LOS | A | A | A | - | A | - | - | A |
| HCM 95th %tile Q(veh) | - | 0 | - | - | 0 | - | - | 0 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.5 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 4 | 400 | 1 | 0 | 262 | 3 | 8 | 2 | 4 | 2 | 2 | 4 |
| Future Vol, veh/h | 4 | 400 | 1 | 0 | 262 | 3 | 8 | 2 | 4 | 2 | 2 | 4 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |
| Heavy Vehicles, % | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Mvmt Flow | 4 | 444 | 1 | 0 | 291 | 3 | 9 | 2 | 4 | 2 | 2 | 4 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 294 | 0 | 0 | 445 | 0 | 0 | 749 | 747 | 445 | 749 | 746 | 293 |
| Stage 1 | - | - | - | - | - | - | 453 | 453 | - | 293 | 293 | - |
| Stage 2 | - | - | - | - | - | - | 296 | 294 | - | 456 | 453 | - |
| Critical Hdwy | 4.16 | - | - | 4.16 | - | - | 7.16 | 6.56 | 6.26 | 7.16 | 6.56 | 6.26 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.16 | 5.56 | - | 6.16 | 5.56 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.16 | 5.56 | - | 6.16 | 5.56 | - |
| Follow-up Hdwy | 2.254 | - | - | 2.254 | - | - | 3.554 | 4.054 | 3.354 | 3.554 | 4.054 | 3.354 |
| Pot Cap-1 Maneuver | 1245 | - | - | 1094 | - | - | 323 | 337 | 605 | 323 | 337 | 737 |
| Stage 1 | - | - | - | - | - | - | 579 | 563 | - | 707 | 663 | - |
| Stage 2 | - | - | - | - | - | - | 704 | 662 | - | 577 | 563 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1245 | - | - | 1094 | - | - | 318 | 336 | 605 | 318 | 336 | 737 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 318 | 336 | - | 318 | 336 | - |
| Stage 1 | - | - | - | - | - | - | 577 | 561 | - | 704 | 663 | - |
| Stage 2 | - | - | - | - | - | - | 697 | 662 | - | 568 | 561 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.1 | 0 | 15.1 | 13.1 |
| HCM LOS | | | C | B |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 371 | 1245 | - | - | 1094 | - | - | 453 |
| HCM Lane V/C Ratio | 0.042 | 0.004 | - | - | - | - | - | 0.02 |
| HCM Control Delay (s) | 15.1 | 7.9 | 0 | - | 0 | - | - | 13.1 |
| HCM Lane LOS | C | A | A | - | A | - | - | B |
| HCM 95th %tile Q(veh) | 0.1 | 0 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.5 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 82 | 24 | 268 | 411 | 0 |
| Future Vol, veh/h | 0 | 82 | 24 | 268 | 411 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, % | 4 | 4 | 4 | 4 | 4 | 4 |
| Mvmt Flow | 0 | 92 | 27 | 301 | 462 | 0 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 817 | 462 | 462 | 0 | - | 0 |
| Stage 1 | 462 | - | - | - | - | - |
| Stage 2 | 355 | - | - | - | - | - |
| Critical Hdwy | 6.44 | 6.24 | 4.14 | - | - | - |
| Critical Hdwy Stg 1 | 5.44 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.44 | - | - | - | - | - |
| Follow-up Hdwy | 3.536 | 3.336 | 2.236 | - | - | - |
| Pot Cap-1 Maneuver | 343 | 596 | 1089 | - | - | - |
| Stage 1 | 630 | - | - | - | - | - |
| Stage 2 | 705 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 333 | 596 | 1089 | - | - | - |
| Mov Cap-2 Maneuver | 333 | - | - | - | - | - |
| Stage 1 | 611 | - | - | - | - | - |
| Stage 2 | 705 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 12.1 | 0.7 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1089 | - | 596 | - | - |
| HCM Lane V/C Ratio | 0.025 | - | 0.155 | - | - |
| HCM Control Delay (s) | 8.4 | 0 | 12.1 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0.1 | - | 0.5 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 3.5 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 10 | 14 | 1 | 4 | 39 | 10 | 0 | 1 | 3 | 6 | 2 | 21 |
| Future Vol, veh/h | 10 | 14 | 1 | 4 | 39 | 10 | 0 | 1 | 3 | 6 | 2 | 21 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 12 | 16 | 1 | 5 | 46 | 12 | 0 | 1 | 4 | 7 | 2 | 25 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 58 | 0 | 0 | 17 | 0 | 0 | 117 | 109 | 17 | 105 | 103 | 52 |
| Stage 1 | - | - | - | - | - | - | 41 | 41 | - | 62 | 62 | - |
| Stage 2 | - | - | - | - | - | - | 76 | 68 | - | 43 | 41 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1546 | - | - | 1600 | - | - | 859 | 781 | 1062 | 875 | 787 | 1016 |
| Stage 1 | - | - | - | - | - | - | 974 | 861 | - | 949 | 843 | - |
| Stage 2 | - | - | - | - | - | - | 933 | 838 | - | 971 | 861 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1546 | - | - | 1600 | - | - | 829 | 772 | 1062 | 864 | 778 | 1016 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 829 | 772 | - | 864 | 778 | - |
| Stage 1 | - | - | - | - | - | - | 966 | 854 | - | 941 | 840 | - |
| Stage 2 | - | - | - | - | - | - | 905 | 835 | - | 959 | 854 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2.9 | 0.5 | 8.7 | 8.9 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 971 | 1546 | - | - | 1600 | - | - | 961 |
| HCM Lane V/C Ratio | 0.005 | 0.008 | - | - | 0.003 | - | - | 0.036 |
| HCM Control Delay (s) | 8.7 | 7.3 | 0 | - | 7.3 | 0 | - | 8.9 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.1 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 2 | 33 | 1 | 4 | 54 | 5 | 1 | 0 | 0 | 1 | 5 | 1 |
| Future Vol, veh/h | 2 | 33 | 1 | 4 | 54 | 5 | 1 | 0 | 0 | 1 | 5 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 2 | 36 | 1 | 4 | 59 | 5 | 1 | 0 | 0 | 1 | 5 | 1 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 64 | 0 | 0 | 37 | 0 | 0 | 114 | 113 | 37 | 111 | 111 | 62 |
| Stage 1 | - | - | - | - | - | - | 41 | 41 | - | 70 | 70 | - |
| Stage 2 | - | - | - | - | - | - | 73 | 72 | - | 41 | 41 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1538 | - | - | 1574 | - | - | 863 | 777 | 1035 | 867 | 779 | 1003 |
| Stage 1 | - | - | - | - | - | - | 974 | 861 | - | 940 | 837 | - |
| Stage 2 | - | - | - | - | - | - | 937 | 835 | - | 974 | 861 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1538 | - | - | 1574 | - | - | 855 | 774 | 1035 | 864 | 776 | 1003 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 855 | 774 | - | 864 | 776 | - |
| Stage 1 | - | - | - | - | - | - | 973 | 860 | - | 939 | 834 | - |
| Stage 2 | - | - | - | - | - | - | 927 | 832 | - | 973 | 860 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.4 | 0.5 | 9.2 | 9.5 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 855 | 1538 | - | - | 1574 | - | - | 814 |
| HCM Lane V/C Ratio | 0.001 | 0.001 | - | - | 0.003 | - | - | 0.009 |
| HCM Control Delay (s) | 9.2 | 7.3 | 0 | - | 7.3 | 0 | - | 9.5 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | 0 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.7 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↔ | | | ↔ | | | ↔ | | | ↔ | |
| Traffic Vol, veh/h | 9 | 333 | 12 | 3 | 462 | 3 | 5 | 2 | 4 | 4 | 8 | 6 |
| Future Vol, veh/h | 9 | 333 | 12 | 3 | 462 | 3 | 5 | 2 | 4 | 4 | 8 | 6 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 |
| Heavy Vehicles, % | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Mvmt Flow | 9 | 347 | 13 | 3 | 481 | 3 | 5 | 2 | 4 | 4 | 8 | 6 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 484 | 0 | 0 | 360 | 0 | 0 | 868 | 862 | 354 | 864 | 867 | 483 |
| Stage 1 | - | - | - | - | - | - | 372 | 372 | - | 489 | 489 | - |
| Stage 2 | - | - | - | - | - | - | 496 | 490 | - | 375 | 378 | - |
| Critical Hdwy | 4.14 | - | - | 4.14 | - | - | 7.14 | 6.54 | 6.24 | 7.14 | 6.54 | 6.24 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.14 | 5.54 | - | 6.14 | 5.54 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.14 | 5.54 | - | 6.14 | 5.54 | - |
| Follow-up Hdwy | 2.236 | - | - | 2.236 | - | - | 3.536 | 4.036 | 3.336 | 3.536 | 4.036 | 3.336 |
| Pot Cap-1 Maneuver | 1068 | - | - | 1188 | - | - | 271 | 291 | 685 | 272 | 289 | 580 |
| Stage 1 | - | - | - | - | - | - | 644 | 615 | - | 557 | 546 | - |
| Stage 2 | - | - | - | - | - | - | 552 | 545 | - | 642 | 612 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1068 | - | - | 1188 | - | - | 259 | 287 | 685 | 266 | 285 | 580 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 259 | 287 | - | 266 | 285 | - |
| Stage 1 | - | - | - | - | - | - | 637 | 608 | - | 551 | 544 | - |
| Stage 2 | - | - | - | - | - | - | 536 | 543 | - | 629 | 605 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.2 | 0.1 | 15.9 | 16.3 |
| HCM LOS | | | C | C |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 343 | 1068 | - | - | 1188 | - | - | 337 |
| HCM Lane V/C Ratio | 0.033 | 0.009 | - | - | 0.003 | - | - | 0.056 |
| HCM Control Delay (s) | 15.9 | 8.4 | 0 | - | 8 | 0 | - | 16.3 |
| HCM Lane LOS | C | A | A | - | A | A | - | C |
| HCM 95th %tile Q(veh) | 0.1 | 0 | - | - | 0 | - | - | 0.2 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.2 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 1 | 42 | 74 | 441 | 328 | 1 |
| Future Vol, veh/h | 1 | 42 | 74 | 441 | 328 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 97 | 97 | 97 | 97 | 97 | 97 |
| Heavy Vehicles, % | 3 | 3 | 3 | 3 | 3 | 3 |
| Mvmt Flow | 1 | 43 | 76 | 455 | 338 | 1 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 946 | 339 | 339 | 0 | - | 0 |
| Stage 1 | 339 | - | - | - | - | - |
| Stage 2 | 607 | - | - | - | - | - |
| Critical Hdwy | 6.43 | 6.23 | 4.13 | - | - | - |
| Critical Hdwy Stg 1 | 5.43 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.43 | - | - | - | - | - |
| Follow-up Hdwy | 3.527 | 3.327 | 2.227 | - | - | - |
| Pot Cap-1 Maneuver | 289 | 701 | 1215 | - | - | - |
| Stage 1 | 719 | - | - | - | - | - |
| Stage 2 | 542 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 265 | 701 | 1215 | - | - | - |
| Mov Cap-2 Maneuver | 265 | - | - | - | - | - |
| Stage 1 | 659 | - | - | - | - | - |
| Stage 2 | 542 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 10.7 | 1.2 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1215 | - | 675 | - | - |
| HCM Lane V/C Ratio | 0.063 | - | 0.066 | - | - |
| HCM Control Delay (s) | 8.2 | 0 | 10.7 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0.2 | - | 0.2 | - | - |

# No-Build (2033)

| Intersection | |
|---|---|
| Int Delay, s/veh | 3.6 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↔ | | | ↔ | | | ↔ | | | ↔ | |
| Traffic Vol, veh/h | 21 | 37 | 0 | 1 | 2 | 5 | 0 | 0 | 10 | 3 | 1 | 2 |
| Future Vol, veh/h | 21 | 37 | 0 | 1 | 2 | 5 | 0 | 0 | 10 | 3 | 1 | 2 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 26 | 46 | 0 | 1 | 3 | 6 | 0 | 0 | 13 | 4 | 1 | 3 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 9 | 0 | 0 | 46 | 0 | 0 | 108 | 109 | 46 | 113 | 106 | 6 |
| Stage 1 | - | - | - | - | - | - | 98 | 98 | - | 8 | 8 | - |
| Stage 2 | - | - | - | - | - | - | 10 | 11 | - | 105 | 98 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1611 | - | - | 1562 | - | - | 871 | 781 | 1023 | 864 | 784 | 1077 |
| Stage 1 | - | - | - | - | - | - | 908 | 814 | - | 1013 | 889 | - |
| Stage 2 | - | - | - | - | - | - | 1011 | 886 | - | 901 | 814 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1611 | - | - | 1562 | - | - | 856 | 767 | 1023 | 842 | 770 | 1077 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 856 | 767 | - | 842 | 770 | - |
| Stage 1 | - | - | - | - | - | - | 893 | 800 | - | 996 | 888 | - |
| Stage 2 | - | - | - | - | - | - | 1006 | 885 | - | 875 | 800 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2.6 | 0.9 | 8.6 | 9.1 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 1023 | 1611 | - | - | 1562 | - | - | 893 |
| HCM Lane V/C Ratio | 0.012 | 0.016 | - | - | 0.001 | - | - | 0.008 |
| HCM Control Delay (s) | 8.6 | 7.3 | 0 | - | 7.3 | 0 | - | 9.1 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0.1 | - | - | 0 | - | - | 0 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.6 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 3 | 64 | 0 | 0 | 11 | 2 | 0 | 0 | 0 | 0 | 2 | 1 |
| Future Vol, veh/h | 3 | 64 | 0 | 0 | 11 | 2 | 0 | 0 | 0 | 0 | 2 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 3 | 70 | 0 | 0 | 12 | 2 | 0 | 0 | 0 | 0 | 2 | 1 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 14 | 0 | 0 | 70 | 0 | 0 | 91 | 90 | 70 | 89 | 89 | 13 |
| Stage 1 | - | - | - | - | - | - | 76 | 76 | - | 13 | 13 | - |
| Stage 2 | - | - | - | - | - | - | 15 | 14 | - | 76 | 76 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1604 | - | - | 1531 | - | - | 893 | 800 | 993 | 896 | 801 | 1067 |
| Stage 1 | - | - | - | - | - | - | 933 | 832 | - | 1007 | 885 | - |
| Stage 2 | - | - | - | - | - | - | 1005 | 884 | - | 933 | 832 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1604 | - | - | 1531 | - | - | 889 | 798 | 993 | 894 | 799 | 1067 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 889 | 798 | - | 894 | 799 | - |
| Stage 1 | - | - | - | - | - | - | 931 | 830 | - | 1005 | 885 | - |
| Stage 2 | - | - | - | - | - | - | 1002 | 884 | - | 931 | 830 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.3 | 0 | 0 | 9.1 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | - | 1604 | - | - | 1531 | - | - | 872 |
| HCM Lane V/C Ratio | - | 0.002 | - | - | - | - | - | 0.004 |
| HCM Control Delay (s) | 0 | 7.2 | 0 | - | 0 | - | - | 9.1 |
| HCM Lane LOS | A | A | A | - | A | - | - | A |
| HCM 95th %tile Q(veh) | - | 0 | - | - | 0 | - | - | 0 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.5 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 4 | 430 | 1 | 0 | 281 | 3 | 9 | 2 | 4 | 2 | 2 | 4 |
| Future Vol, veh/h | 4 | 430 | 1 | 0 | 281 | 3 | 9 | 2 | 4 | 2 | 2 | 4 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |
| Heavy Vehicles, % | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Mvmt Flow | 4 | 478 | 1 | 0 | 312 | 3 | 10 | 2 | 4 | 2 | 2 | 4 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 315 | 0 | 0 | 479 | 0 | 0 | 804 | 802 | 479 | 804 | 801 | 314 |
| Stage 1 | - | - | - | - | - | - | 487 | 487 | - | 314 | 314 | - |
| Stage 2 | - | - | - | - | - | - | 317 | 315 | - | 490 | 487 | - |
| Critical Hdwy | 4.16 | - | - | 4.16 | - | - | 7.16 | 6.56 | 6.26 | 7.16 | 6.56 | 6.26 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.16 | 5.56 | - | 6.16 | 5.56 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.16 | 5.56 | - | 6.16 | 5.56 | - |
| Follow-up Hdwy | 2.254 | - | - | 2.254 | - | - | 3.554 | 4.054 | 3.354 | 3.554 | 4.054 | 3.354 |
| Pot Cap-1 Maneuver | 1223 | - | - | 1063 | - | - | 297 | 313 | 579 | 297 | 313 | 717 |
| Stage 1 | - | - | - | - | - | - | 555 | 544 | - | 688 | 649 | - |
| Stage 2 | - | - | - | - | - | - | 686 | 648 | - | 552 | 544 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1223 | - | - | 1063 | - | - | 293 | 312 | 579 | 292 | 312 | 717 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 293 | 312 | - | 292 | 312 | - |
| Stage 1 | - | - | - | - | - | - | 553 | 542 | - | 685 | 649 | - |
| Stage 2 | - | - | - | - | - | - | 679 | 648 | - | 543 | 542 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.1 | 0 | 16.1 | 13.7 |
| HCM LOS | | | C | B |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 341 | 1223 | - | - | 1063 | - | - | 425 |
| HCM Lane V/C Ratio | 0.049 | 0.004 | - | - | - | - | - | 0.021 |
| HCM Control Delay (s) | 16.1 | 8 | 0 | - | 0 | - | - | 13.7 |
| HCM Lane LOS | C | A | A | - | A | - | - | B |
| HCM 95th %tile Q(veh) | 0.2 | 0 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.6 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 88 | 26 | 288 | 442 | 0 |
| Future Vol, veh/h | 0 | 88 | 26 | 288 | 442 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, % | 4 | 4 | 4 | 4 | 4 | 4 |
| Mvmt Flow | 0 | 99 | 29 | 324 | 497 | 0 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 879 | 497 | 497 | 0 | - | 0 |
| Stage 1 | 497 | - | - | - | - | - |
| Stage 2 | 382 | - | - | - | - | - |
| Critical Hdwy | 6.44 | 6.24 | 4.14 | - | - | - |
| Critical Hdwy Stg 1 | 5.44 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.44 | - | - | - | - | - |
| Follow-up Hdwy | 3.536 | 3.336 | 2.236 | - | - | - |
| Pot Cap-1 Maneuver | 315 | 569 | 1057 | - | - | - |
| Stage 1 | 607 | - | - | - | - | - |
| Stage 2 | 686 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 305 | 569 | 1057 | - | - | - |
| Mov Cap-2 Maneuver | 305 | - | - | - | - | - |
| Stage 1 | 587 | - | - | - | - | - |
| Stage 2 | 686 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 12.7 | 0.7 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1057 | - | 569 | - | - |
| HCM Lane V/C Ratio | 0.028 | - | 0.174 | - | - |
| HCM Control Delay (s) | 8.5 | 0 | 12.7 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0.1 | - | 0.6 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 3.7 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 9 | 13 | 1 | 4 | 36 | 9 | 0 | 1 | 3 | 6 | 2 | 20 |
| Future Vol, veh/h | 9 | 13 | 1 | 4 | 36 | 9 | 0 | 1 | 3 | 6 | 2 | 20 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 11 | 15 | 1 | 5 | 42 | 11 | 0 | 1 | 4 | 7 | 2 | 24 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 53 | 0 | 0 | 16 | 0 | 0 | 109 | 101 | 16 | 98 | 96 | 48 |
| Stage 1 | - | - | - | - | - | - | 38 | 38 | - | 58 | 58 | - |
| Stage 2 | - | - | - | - | - | - | 71 | 63 | - | 40 | 38 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1553 | - | - | 1602 | - | - | 870 | 789 | 1063 | 884 | 794 | 1021 |
| Stage 1 | - | - | - | - | - | - | 977 | 863 | - | 954 | 847 | - |
| Stage 2 | - | - | - | - | - | - | 939 | 842 | - | 975 | 863 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1553 | - | - | 1602 | - | - | 841 | 781 | 1063 | 873 | 786 | 1021 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 841 | 781 | - | 873 | 786 | - |
| Stage 1 | - | - | - | - | - | - | 970 | 857 | - | 947 | 844 | - |
| Stage 2 | - | - | - | - | - | - | 912 | 839 | - | 964 | 857 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2.9 | 0.6 | 8.7 | 8.9 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 975 | 1553 | - | - | 1602 | - | - | 965 |
| HCM Lane V/C Ratio | 0.005 | 0.007 | - | - | 0.003 | - | - | 0.034 |
| HCM Control Delay (s) | 8.7 | 7.3 | 0 | - | 7.3 | 0 | - | 8.9 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 2 | 35 | 1 | 4 | 58 | 5 | 1 | 0 | 0 | 1 | 5 | 1 |
| Future Vol, veh/h | 2 | 35 | 1 | 4 | 58 | 5 | 1 | 0 | 0 | 1 | 5 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 2 | 38 | 1 | 4 | 63 | 5 | 1 | 0 | 0 | 1 | 5 | 1 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 68 | 0 | 0 | 39 | 0 | 0 | 120 | 119 | 39 | 117 | 117 | 66 |
| Stage 1 | - | - | - | - | - | - | 43 | 43 | - | 74 | 74 | - |
| Stage 2 | - | - | - | - | - | - | 77 | 76 | - | 43 | 43 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1533 | - | - | 1571 | - | - | 855 | 771 | 1033 | 859 | 773 | 998 |
| Stage 1 | - | - | - | - | - | - | 971 | 859 | - | 935 | 833 | - |
| Stage 2 | - | - | - | - | - | - | 932 | 832 | - | 971 | 859 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1533 | - | - | 1571 | - | - | 847 | 768 | 1033 | 856 | 770 | 998 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 847 | 768 | - | 856 | 770 | - |
| Stage 1 | - | - | - | - | - | - | 970 | 858 | - | 934 | 831 | - |
| Stage 2 | - | - | - | - | - | - | 922 | 830 | - | 970 | 858 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.4 | 0.4 | 9.3 | 9.5 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 847 | 1533 | - | - | 1571 | - | - | 808 |
| HCM Lane V/C Ratio | 0.001 | 0.001 | - | - | 0.003 | - | - | 0.009 |
| HCM Control Delay (s) | 9.3 | 7.4 | 0 | - | 7.3 | 0 | - | 9.5 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | 0 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 0.7 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 8 | 310 | 11 | 3 | 430 | 3 | 5 | 2 | 3 | 4 | 7 | 6 |
| Future Vol, veh/h | 8 | 310 | 11 | 3 | 430 | 3 | 5 | 2 | 3 | 4 | 7 | 6 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 |
| Heavy Vehicles, % | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Mvmt Flow | 8 | 323 | 11 | 3 | 448 | 3 | 5 | 2 | 3 | 4 | 7 | 6 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 451 | 0 | 0 | 334 | 0 | 0 | 807 | 802 | 329 | 803 | 806 | 450 |
| Stage 1 | - | - | - | - | - | - | 345 | 345 | - | 456 | 456 | - |
| Stage 2 | - | - | - | - | - | - | 462 | 457 | - | 347 | 350 | - |
| Critical Hdwy | 4.14 | - | - | 4.14 | - | - | 7.14 | 6.54 | 6.24 | 7.14 | 6.54 | 6.24 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.14 | 5.54 | - | 6.14 | 5.54 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.14 | 5.54 | - | 6.14 | 5.54 | - |
| Follow-up Hdwy | 2.236 | - | - | 2.236 | - | - | 3.536 | 4.036 | 3.336 | 3.536 | 4.036 | 3.336 |
| Pot Cap-1 Maneuver | 1099 | - | - | 1214 | - | - | 298 | 315 | 708 | 299 | 313 | 605 |
| Stage 1 | - | - | - | - | - | - | 666 | 633 | - | 580 | 565 | - |
| Stage 2 | - | - | - | - | - | - | 576 | 564 | - | 665 | 629 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1099 | - | - | 1214 | - | - | 287 | 311 | 708 | 293 | 309 | 605 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 287 | 311 | - | 293 | 309 | - |
| Stage 1 | - | - | - | - | - | - | 660 | 627 | - | 575 | 563 | - |
| Stage 2 | - | - | - | - | - | - | 561 | 562 | - | 654 | 623 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.2 | 0.1 | 15.4 | 15.3 |
| HCM LOS | | | C | C |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 356 | 1099 | - | - | 1214 | - | - | 368 |
| HCM Lane V/C Ratio | 0.029 | 0.008 | - | - | 0.003 | - | - | 0.048 |
| HCM Control Delay (s) | 15.4 | 8.3 | 0 | - | 8 | 0 | - | 15.3 |
| HCM Lane LOS | C | A | A | - | A | A | - | C |
| HCM 95th %tile Q(veh) | 0.1 | 0 | - | - | 0 | - | - | 0.2 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.2 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 1 | 45 | 79 | 474 | 352 | 1 |
| Future Vol, veh/h | 1 | 45 | 79 | 474 | 352 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 97 | 97 | 97 | 97 | 97 | 97 |
| Heavy Vehicles, % | 3 | 3 | 3 | 3 | 3 | 3 |
| Mvmt Flow | 1 | 46 | 81 | 489 | 363 | 1 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 1015 | 364 | 364 | 0 | - | 0 |
| Stage 1 | 364 | - | - | - | - | - |
| Stage 2 | 651 | - | - | - | - | - |
| Critical Hdwy | 6.43 | 6.23 | 4.13 | - | - | - |
| Critical Hdwy Stg 1 | 5.43 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.43 | - | - | - | - | - |
| Follow-up Hdwy | 3.527 | 3.327 | 2.227 | - | - | - |
| Pot Cap-1 Maneuver | 263 | 679 | 1189 | - | - | - |
| Stage 1 | 701 | - | - | - | - | - |
| Stage 2 | 517 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 238 | 679 | 1189 | - | - | - |
| Mov Cap-2 Maneuver | 238 | - | - | - | - | - |
| Stage 1 | 635 | - | - | - | - | - |
| Stage 2 | 517 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 10.9 | 1.2 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1189 | - | 653 | - | - |
| HCM Lane V/C Ratio | 0.068 | - | 0.073 | - | - |
| HCM Control Delay (s) | 8.2 | 0 | 10.9 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0.2 | - | 0.2 | - | - |

# Build (2033)

| Intersection | |
|---|---|
| Int Delay, s/veh | 3.4 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↔ | | | ↔ | | | ↔ | | | ↔ | |
| Traffic Vol, veh/h | 21 | 37 | 0 | 1 | 2 | 25 | 0 | 0 | 10 | 9 | 1 | 2 |
| Future Vol, veh/h | 21 | 37 | 0 | 1 | 2 | 25 | 0 | 0 | 10 | 9 | 1 | 2 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 26 | 46 | 0 | 1 | 3 | 31 | 0 | 0 | 13 | 11 | 1 | 3 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 34 | 0 | 0 | 46 | 0 | 0 | 121 | 134 | 46 | 126 | 119 | 19 |
| Stage 1 | - | - | - | - | - | - | 98 | 98 | - | 21 | 21 | - |
| Stage 2 | - | - | - | - | - | - | 23 | 36 | - | 105 | 98 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1578 | - | - | 1562 | - | - | 854 | 757 | 1023 | 848 | 771 | 1059 |
| Stage 1 | - | - | - | - | - | - | 908 | 814 | - | 998 | 878 | - |
| Stage 2 | - | - | - | - | - | - | 995 | 865 | - | 901 | 814 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1578 | - | - | 1562 | - | - | 839 | 743 | 1023 | 826 | 757 | 1059 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 839 | 743 | - | 826 | 757 | - |
| Stage 1 | - | - | - | - | - | - | 893 | 800 | - | 981 | 877 | - |
| Stage 2 | - | - | - | - | - | - | 990 | 864 | - | 875 | 800 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2.7 | 0.3 | 8.6 | 9.3 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 1023 | 1578 | - | - | 1562 | - | - | 851 |
| HCM Lane V/C Ratio | 0.012 | 0.017 | - | - | 0.001 | - | - | 0.018 |
| HCM Control Delay (s) | 8.6 | 7.3 | 0 | - | 7.3 | 0 | - | 9.3 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0.1 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 4.6 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 78 | 13 | 4 | 51 | 19 | 26 |
| Future Vol, veh/h | 78 | 13 | 4 | 51 | 19 | 26 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | 100 |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 85 | 14 | 4 | 55 | 21 | 28 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 84 | 21 | 49 | 0 | - | 0 |
| Stage 1 | 21 | - | - | - | - | - |
| Stage 2 | 63 | - | - | - | - | - |
| Critical Hdwy | 6.42 | 6.22 | 4.12 | - | - | - |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |
| Follow-up Hdwy | 3.518 | 3.318 | 2.218 | - | - | - |
| Pot Cap-1 Maneuver | 918 | 1056 | 1558 | - | - | - |
| Stage 1 | 1002 | - | - | - | - | - |
| Stage 2 | 960 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 915 | 1056 | 1558 | - | - | - |
| Mov Cap-2 Maneuver | 915 | - | - | - | - | - |
| Stage 1 | 999 | - | - | - | - | - |
| Stage 2 | 960 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 9.3 | 0.5 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1558 | - | 933 | - | - |
| HCM Lane V/C Ratio | 0.003 | - | 0.106 | - | - |
| HCM Control Delay (s) | 7.3 | 0 | 9.3 | - | - |
| HCM Lane LOS | A | A | A | - | - |
| HCM 95th %tile Q(veh) | 0 | - | 0.4 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.8 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 32 | 7 | 2 | 127 | 38 | 11 |
| Future Vol, veh/h | 32 | 7 | 2 | 127 | 38 | 11 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | 100 |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 35 | 8 | 2 | 138 | 41 | 12 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 183 | 41 | 53 | 0 | - | 0 |
| Stage 1 | 41 | - | - | - | - | - |
| Stage 2 | 142 | - | - | - | - | - |
| Critical Hdwy | 6.42 | 6.22 | 4.12 | - | - | - |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |
| Follow-up Hdwy | 3.518 | 3.318 | 2.218 | - | - | - |
| Pot Cap-1 Maneuver | 806 | 1030 | 1553 | - | - | - |
| Stage 1 | 981 | - | - | - | - | - |
| Stage 2 | 885 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 805 | 1030 | 1553 | - | - | - |
| Mov Cap-2 Maneuver | 805 | - | - | - | - | - |
| Stage 1 | 980 | - | - | - | - | - |
| Stage 2 | 885 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 9.5 | 0.1 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1553 | - | 838 | - | - |
| HCM Lane V/C Ratio | 0.001 | - | 0.051 | - | - |
| HCM Control Delay (s) | 7.3 | 0 | 9.5 | - | - |
| HCM Lane LOS | A | A | A | - | - |
| HCM 95th %tile Q(veh) | 0 | - | 0.2 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.2 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 47 | 129 | 0 | 0 | 33 | 2 | 0 | 0 | 0 | 0 | 2 | 16 |
| Future Vol, veh/h | 47 | 129 | 0 | 0 | 33 | 2 | 0 | 0 | 0 | 0 | 2 | 16 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 51 | 140 | 0 | 0 | 36 | 2 | 0 | 0 | 0 | 0 | 2 | 17 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 38 | 0 | 0 | 140 | 0 | 0 | 289 | 280 | 140 | 279 | 279 | 37 |
| Stage 1 | - | - | - | - | - | - | 242 | 242 | - | 37 | 37 | - |
| Stage 2 | - | - | - | - | - | - | 47 | 38 | - | 242 | 242 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1572 | - | - | 1443 | - | - | 663 | 628 | 908 | 673 | 629 | 1035 |
| Stage 1 | - | - | - | - | - | - | 762 | 705 | - | 978 | 864 | - |
| Stage 2 | - | - | - | - | - | - | 967 | 863 | - | 762 | 705 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1572 | - | - | 1443 | - | - | 633 | 606 | 908 | 655 | 607 | 1035 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 633 | 606 | - | 655 | 607 | - |
| Stage 1 | - | - | - | - | - | - | 735 | 680 | - | 944 | 864 | - |
| Stage 2 | - | - | - | - | - | - | 948 | 863 | - | 735 | 680 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2 | 0 | 0 | 8.8 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | - | 1572 | - | - | 1443 | - | - | 960 |
| HCM Lane V/C Ratio | - | 0.032 | - | - | - | - | - | 0.02 |
| HCM Control Delay (s) | 0 | 7.4 | 0 | - | 0 | - | - | 8.8 |
| HCM Lane LOS | A | A | A | - | A | - | - | A |
| HCM 95th %tile Q(veh) | - | 0.1 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.6 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 4 | 430 | 9 | 5 | 281 | 3 | 32 | 9 | 18 | 2 | 4 | 4 |
| Future Vol, veh/h | 4 | 430 | 9 | 5 | 281 | 3 | 32 | 9 | 18 | 2 | 4 | 4 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |
| Heavy Vehicles, % | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| Mvmt Flow | 4 | 478 | 10 | 6 | 312 | 3 | 36 | 10 | 20 | 2 | 4 | 4 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 315 | 0 | 0 | 488 | 0 | 0 | 821 | 818 | 483 | 832 | 822 | 314 |
| Stage 1 | - | - | - | - | - | - | 491 | 491 | - | 326 | 326 | - |
| Stage 2 | - | - | - | - | - | - | 330 | 327 | - | 506 | 496 | - |
| Critical Hdwy | 4.16 | - | - | 4.16 | - | - | 7.16 | 6.56 | 6.26 | 7.16 | 6.56 | 6.26 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.16 | 5.56 | - | 6.16 | 5.56 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.16 | 5.56 | - | 6.16 | 5.56 | - |
| Follow-up Hdwy | 2.254 | - | - | 2.254 | - | - | 3.554 | 4.054 | 3.354 | 3.554 | 4.054 | 3.354 |
| Pot Cap-1 Maneuver | 1223 | - | - | 1055 | - | - | 289 | 306 | 575 | 284 | 304 | 717 |
| Stage 1 | - | - | - | - | - | - | 552 | 542 | - | 678 | 641 | - |
| Stage 2 | - | - | - | - | - | - | 675 | 641 | - | 541 | 539 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1223 | - | - | 1055 | - | - | 281 | 303 | 575 | 265 | 301 | 717 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 281 | 303 | - | 265 | 301 | - |
| Stage 1 | - | - | - | - | - | - | 550 | 540 | - | 675 | 637 | - |
| Stage 2 | - | - | - | - | - | - | 661 | 637 | - | 510 | 537 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.1 | 0.1 | 18.2 | 14.8 |
| HCM LOS | | | C | B |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 337 | 1223 | - | - | 1055 | - | - | 379 |
| HCM Lane V/C Ratio | 0.195 | 0.004 | - | - | 0.005 | - | - | 0.029 |
| HCM Control Delay (s) | 18.2 | 8 | 0 | - | 8.4 | 0 | - | 14.8 |
| HCM Lane LOS | C | A | A | - | A | A | - | B |
| HCM 95th %tile Q(veh) | 0.7 | 0 | - | - | 0 | - | - | 0.1 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.7 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 0 | 153 | 48 | 288 | 442 | 0 |
| Future Vol, veh/h | 0 | 153 | 48 | 288 | 442 | 0 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 89 | 89 | 89 | 89 | 89 | 89 |
| Heavy Vehicles, % | 4 | 4 | 4 | 4 | 4 | 4 |
| Mvmt Flow | 0 | 172 | 54 | 324 | 497 | 0 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 929 | 497 | 497 | 0 | - | 0 |
| Stage 1 | 497 | - | - | - | - | - |
| Stage 2 | 432 | - | - | - | - | - |
| Critical Hdwy | 6.44 | 6.24 | 4.14 | - | - | - |
| Critical Hdwy Stg 1 | 5.44 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.44 | - | - | - | - | - |
| Follow-up Hdwy | 3.536 | 3.336 | 2.236 | - | - | - |
| Pot Cap-1 Maneuver | 295 | 569 | 1057 | - | - | - |
| Stage 1 | 607 | - | - | - | - | - |
| Stage 2 | 650 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 277 | 569 | 1057 | - | - | - |
| Mov Cap-2 Maneuver | 277 | - | - | - | - | - |
| Stage 1 | 569 | - | - | - | - | - |
| Stage 2 | 650 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 14 | 1.2 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1057 | - | 569 | - | - |
| HCM Lane V/C Ratio | 0.051 | - | 0.302 | - | - |
| HCM Control Delay (s) | 8.6 | 0 | 14 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0.2 | - | 1.3 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 4.2 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 10 | 14 | 1 | 4 | 39 | 23 | 0 | 1 | 3 | 29 | 2 | 21 |
| Future Vol, veh/h | 10 | 14 | 1 | 4 | 39 | 23 | 0 | 1 | 3 | 29 | 2 | 21 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 | 85 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 12 | 16 | 1 | 5 | 46 | 27 | 0 | 1 | 4 | 34 | 2 | 25 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 73 | 0 | 0 | 17 | 0 | 0 | 124 | 124 | 17 | 113 | 111 | 60 |
| Stage 1 | - | - | - | - | - | - | 41 | 41 | - | 70 | 70 | - |
| Stage 2 | - | - | - | - | - | - | 83 | 83 | - | 43 | 41 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1527 | - | - | 1600 | - | - | 850 | 766 | 1062 | 864 | 779 | 1005 |
| Stage 1 | - | - | - | - | - | - | 974 | 861 | - | 940 | 837 | - |
| Stage 2 | - | - | - | - | - | - | 925 | 826 | - | 971 | 861 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1527 | - | - | 1600 | - | - | 820 | 758 | 1062 | 853 | 770 | 1005 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 820 | 758 | - | 853 | 770 | - |
| Stage 1 | - | - | - | - | - | - | 966 | 854 | - | 932 | 834 | - |
| Stage 2 | - | - | - | - | - | - | 897 | 824 | - | 959 | 854 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 3 | 0.4 | 8.7 | 9.3 |
| HCM LOS | | | A | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 965 | 1527 | - | - | 1600 | - | - | 904 |
| HCM Lane V/C Ratio | 0.005 | 0.008 | - | - | 0.003 | - | - | 0.068 |
| HCM Control Delay (s) | 8.7 | 7.4 | 0 | - | 7.3 | 0 | - | 9.3 |
| HCM Lane LOS | A | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0 | - | - | 0 | - | - | 0.2 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.7 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 53 | 9 | 15 | 32 | 64 | 89 |
| Future Vol, veh/h | 53 | 9 | 15 | 32 | 64 | 89 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | 100 |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 58 | 10 | 16 | 35 | 70 | 97 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 137 | 70 | 167 | 0 | - | 0 |
| Stage 1 | 70 | - | - | - | - | - |
| Stage 2 | 67 | - | - | - | - | - |
| Critical Hdwy | 6.42 | 6.22 | 4.12 | - | - | - |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |
| Follow-up Hdwy | 3.518 | 3.318 | 2.218 | - | - | - |
| Pot Cap-1 Maneuver | 856 | 993 | 1411 | - | - | - |
| Stage 1 | 953 | - | - | - | - | - |
| Stage 2 | 956 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 846 | 993 | 1411 | - | - | - |
| Mov Cap-2 Maneuver | 846 | - | - | - | - | - |
| Stage 1 | 942 | - | - | - | - | - |
| Stage 2 | 956 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 9.5 | 2.4 | 0 |
| HCM LOS | A | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1411 | - | 865 | - | - |
| HCM Lane V/C Ratio | 0.012 | - | 0.078 | - | - |
| HCM Control Delay (s) | 7.6 | 0 | 9.5 | - | - |
| HCM Lane LOS | A | A | A | - | - |
| HCM 95th %tile Q(veh) | 0 | - | 0.3 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.1 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 22 | 4 | 8 | 77 | 149 | 38 |
| Future Vol, veh/h | 22 | 4 | 8 | 77 | 149 | 38 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | 100 |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 24 | 4 | 9 | 84 | 162 | 41 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 264 | 162 | 203 | 0 | - | 0 |
| Stage 1 | 162 | - | - | - | - | - |
| Stage 2 | 102 | - | - | - | - | - |
| Critical Hdwy | 6.42 | 6.22 | 4.12 | - | - | - |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |
| Follow-up Hdwy | 3.518 | 3.318 | 2.218 | - | - | - |
| Pot Cap-1 Maneuver | 725 | 883 | 1369 | - | - | - |
| Stage 1 | 867 | - | - | - | - | - |
| Stage 2 | 922 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 720 | 883 | 1369 | - | - | - |
| Mov Cap-2 Maneuver | 720 | - | - | - | - | - |
| Stage 1 | 861 | - | - | - | - | - |
| Stage 2 | 922 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 10.1 | 0.7 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1369 | - | 741 | - | - |
| HCM Lane V/C Ratio | 0.006 | - | 0.038 | - | - |
| HCM Control Delay (s) | 7.6 | 0 | 10.1 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0 | - | 0.1 | - | - |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.6 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 32 | 80 | 1 | 4 | 134 | 5 | 1 | 0 | 0 | 1 | 5 | 52 |
| Future Vol, veh/h | 32 | 80 | 1 | 4 | 134 | 5 | 1 | 0 | 0 | 1 | 5 | 52 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 35 | 87 | 1 | 4 | 146 | 5 | 1 | 0 | 0 | 1 | 5 | 57 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 151 | 0 | 0 | 88 | 0 | 0 | 346 | 317 | 88 | 315 | 315 | 149 |
| Stage 1 | - | - | - | - | - | - | 158 | 158 | - | 157 | 157 | - |
| Stage 2 | - | - | - | - | - | - | 188 | 159 | - | 158 | 158 | - |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - | - | 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |
| Pot Cap-1 Maneuver | 1430 | - | - | 1508 | - | - | 608 | 599 | 970 | 638 | 601 | 898 |
| Stage 1 | - | - | - | - | - | - | 844 | 767 | - | 845 | 768 | - |
| Stage 2 | - | - | - | - | - | - | 814 | 766 | - | 844 | 767 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1430 | - | - | 1508 | - | - | 553 | 582 | 970 | 624 | 584 | 898 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 553 | 582 | - | 624 | 584 | - |
| Stage 1 | - | - | - | - | - | - | 822 | 747 | - | 823 | 766 | - |
| Stage 2 | - | - | - | - | - | - | 755 | 764 | - | 822 | 747 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 2.1 | 0.2 | 11.5 | 9.6 |
| HCM LOS | | | B | A |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 553 | 1430 | - | - | 1508 | - | - | 852 |
| HCM Lane V/C Ratio | 0.002 | 0.024 | - | - | 0.003 | - | - | 0.074 |
| HCM Control Delay (s) | 11.5 | 7.6 | 0 | - | 7.4 | 0 | - | 9.6 |
| HCM Lane LOS | B | A | A | - | A | A | - | A |
| HCM 95th %tile Q(veh) | 0 | 0.1 | - | - | 0 | - | - | 0.2 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 1.6 |

| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Configurations | | ↕ | | | ↕ | | | ↕ | | | ↕ | |
| Traffic Vol, veh/h | 9 | 333 | 39 | 20 | 462 | 3 | 21 | 6 | 13 | 4 | 16 | 6 |
| Future Vol, veh/h | 9 | 333 | 39 | 20 | 462 | 3 | 21 | 6 | 13 | 4 | 16 | 6 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |
| Veh in Median Storage, # | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Grade, % | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |
| Peak Hour Factor | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 |
| Heavy Vehicles, % | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| Mvmt Flow | 9 | 347 | 41 | 21 | 481 | 3 | 22 | 6 | 14 | 4 | 17 | 6 |

| Major/Minor | Major1 | | | Major2 | | | Minor1 | | | Minor2 | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conflicting Flow All | 484 | 0 | 0 | 388 | 0 | 0 | 922 | 912 | 368 | 921 | 931 | 483 |
| Stage 1 | - | - | - | - | - | - | 386 | 386 | - | 525 | 525 | - |
| Stage 2 | - | - | - | - | - | - | 536 | 526 | - | 396 | 406 | - |
| Critical Hdwy | 4.14 | - | - | 4.14 | - | - | 7.14 | 6.54 | 6.24 | 7.14 | 6.54 | 6.24 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.14 | 5.54 | - | 6.14 | 5.54 | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.14 | 5.54 | - | 6.14 | 5.54 | - |
| Follow-up Hdwy | 2.236 | - | - | 2.236 | - | - | 3.536 | 4.036 | 3.336 | 3.536 | 4.036 | 3.336 |
| Pot Cap-1 Maneuver | 1068 | - | - | 1160 | - | - | 249 | 272 | 673 | 249 | 265 | 580 |
| Stage 1 | - | - | - | - | - | - | 633 | 607 | - | 532 | 526 | - |
| Stage 2 | - | - | - | - | - | - | 525 | 526 | - | 625 | 594 | - |
| Platoon blocked, % | | - | - | | - | - | | | | | | |
| Mov Cap-1 Maneuver | 1068 | - | - | 1160 | - | - | 228 | 262 | 673 | 233 | 255 | 580 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - | 228 | 262 | - | 233 | 255 | - |
| Stage 1 | - | - | - | - | - | - | 626 | 600 | - | 526 | 513 | - |
| Stage 2 | - | - | - | - | - | - | 490 | 513 | - | 599 | 587 | - |

| Approach | EB | WB | NB | SB |
|---|---|---|---|---|
| HCM Control Delay, s | 0.2 | 0.3 | 19 | 18.8 |
| HCM LOS | | | C | C |

| Minor Lane/Major Mvmt | NBLn1 | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |
|---|---|---|---|---|---|---|---|---|
| Capacity (veh/h) | 298 | 1068 | - | - | 1160 | - | - | 288 |
| HCM Lane V/C Ratio | 0.14 | 0.009 | - | - | 0.018 | - | - | 0.094 |
| HCM Control Delay (s) | 19 | 8.4 | 0 | - | 8.2 | 0 | - | 18.8 |
| HCM Lane LOS | C | A | A | - | A | A | - | C |
| HCM 95th %tile Q(veh) | 0.5 | 0 | - | - | 0.1 | - | - | 0.3 |

| Intersection | |
|---|---|
| Int Delay, s/veh | 2.2 |

| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
|---|---|---|---|---|---|---|
| Lane Configurations | | | | | | |
| Traffic Vol, veh/h | 1 | 90 | 155 | 474 | 352 | 1 |
| Future Vol, veh/h | 1 | 90 | 155 | 474 | 352 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | - | 0 | 0 | - |
| Grade, % | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 97 | 97 | 97 | 97 | 97 | 97 |
| Heavy Vehicles, % | 3 | 3 | 3 | 3 | 3 | 3 |
| Mvmt Flow | 1 | 93 | 160 | 489 | 363 | 1 |

| Major/Minor | Minor2 | | Major1 | | Major2 | |
|---|---|---|---|---|---|---|
| Conflicting Flow All | 1173 | 364 | 364 | 0 | - | 0 |
| Stage 1 | 364 | - | - | - | - | - |
| Stage 2 | 809 | - | - | - | - | - |
| Critical Hdwy | 6.43 | 6.23 | 4.13 | - | - | - |
| Critical Hdwy Stg 1 | 5.43 | - | - | - | - | - |
| Critical Hdwy Stg 2 | 5.43 | - | - | - | - | - |
| Follow-up Hdwy | 3.527 | 3.327 | 2.227 | - | - | - |
| Pot Cap-1 Maneuver | 211 | 679 | 1189 | - | - | - |
| Stage 1 | 701 | - | - | - | - | - |
| Stage 2 | 436 | - | - | - | - | - |
| Platoon blocked, % | | | | - | - | - |
| Mov Cap-1 Maneuver | 172 | 679 | 1189 | - | - | - |
| Mov Cap-2 Maneuver | 172 | - | - | - | - | - |
| Stage 1 | 571 | - | - | - | - | - |
| Stage 2 | 436 | - | - | - | - | - |

| Approach | EB | NB | SB |
|---|---|---|---|
| HCM Control Delay, s | 11.4 | 2.1 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBL | NBT | EBLn1 | SBT | SBR |
|---|---|---|---|---|---|
| Capacity (veh/h) | 1189 | - | 658 | - | - |
| HCM Lane V/C Ratio | 0.134 | - | 0.143 | - | - |
| HCM Control Delay (s) | 8.5 | 0 | 11.4 | - | - |
| HCM Lane LOS | A | A | B | - | - |
| HCM 95th %tile Q(veh) | 0.5 | - | 0.5 | - | - |

# Appendix D

# Growth Rate Data

| Growth Rate Based on U.S Census Bureau | | | |
|---|---|---|---|
| Geographic Area | 2010 Census | 2020 Census | 2010-2020 Population % Change |
| **Hall County** | 179,684 | 203,136 | 1.2% |
| **Average** | | | 1.2% |

| GDOT Historical Growth Rate | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Location | Station ID | 2025 | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 5 year | 10 year | 15 year |
| SR 60 north of Walden Rd | 139-0325 | 9,992 | - | 10,000 | - | 8,470 | - | 10,160 | - | - | - | 8,616 | - | 8,422 | - | 8,512 | -0.3% | 1.5% | 1.2% |
| Dahlonega Hwy south of Stowers Rd | 139-0332 | 1,324 | - | - | 2,030 | - | - | - | 1,532 | - | - | - | 1,666 | - | - | - | -13.3% | -2.1% | - |
| Price Rd west of H Thomas Rd | 139-0334 | 5,574 | - | - | 5,366 | - | 4,210 | - | 4,046 | - | 3,705 | - | 3,190 | - | 3,066 | - | 5.8% | 4.6% | 4.7% |
| **5-, 10 - & 15- Year Average** | | | | | | | | | | | | | | | | | -2.6% | 1.4% | 2.9% |
| **Weighted Average** | | | | | | | | | | | | | | | | | | 0.6% | |

Due to COVID-19, the growth rate calculations did not consider data from March 2020 to July 2022. Instead, the latest count data available before 2020 was used to calculate the 5-year growth rate.

| Growth Rate Based on Georgia Governor's Office of Planning and Budget Annual Population Projections | | |
|---|---|---|
| Year | County Population | Growth Rate |
| **2025** | 222938 | |
| **2033** | 244472 | 1.2% |

| Growth Rate Based on Regional Economic Models, Inc. Employment Projections | | |
|---|---|---|
| Year | County Population | Growth Rate |
| **2025** | 133163 | |
| **2033** | 139162 | 0.6% |

| Growth Rate Based on Regional Economic Models, Inc. Population Projections | | |
|---|---|---|
| Year | County Population | Growth Rate |
| **2025** | 219620 | |
| **2033** | 235362 | 0.9% |

| | |
|---|---|
| **Average** | **0.9%** |

# Site 0000139_0325

**0000139_0325 - 139-0325**

- MP 019
**County:** Hall
**Route number:** 00006000
**LRS section:** 1391006000
**Functional class:** 3U - Principal Arterial - Other (Urban)
**Coordinates:** 34.4380850159267, -83.926521066244

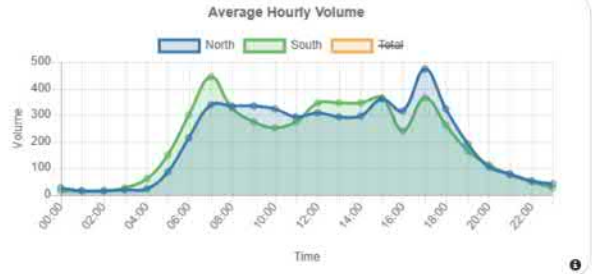
## Site Data

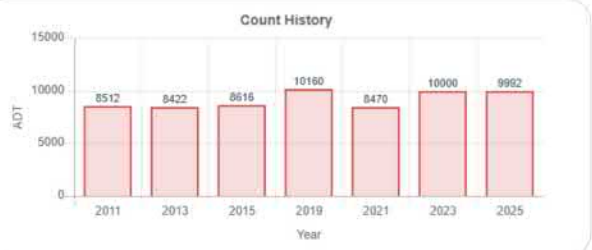
## Count History

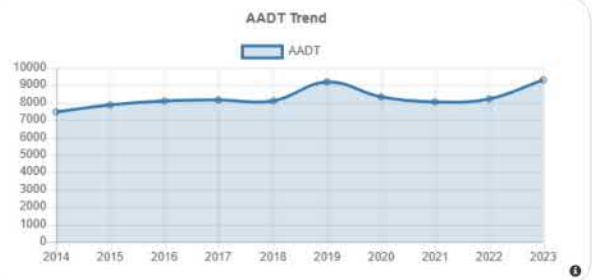
| Year | Month | Count type | Duration | Count | ADT |
|---|---|---|---|---|---|
| 2025 | February | Class | 48 hours | 19,983 | 9,992 |
| 2023 | August | Class | 48 hours | 20,001 | 10,000 |
| 2021 | July | Class | 48 hours | 16,939 | 8,470 |
| 2019 | April | Class | 48 hours | 20,319 | 10,160 |
| 2015 | June | Class | 48 hours | 17,231 | 8,616 |
| 2013 | March | Volume | 48 hours | 16,843 | 8,422 |
| 2011 | September | Volume | 48 hours | 17,023 | 8,512 |

## Annual Statistics

| Data Item | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| Statistics type | - | Actual | Estimated | Estimated | Estimated | Actual | Estimated | Actual | Estimated | **Actual** |
| AADT | 7,470 | 7,890 | 8,120 | 8,180 | 8,120 | 9,190 | 8,310 | 8,050 | 8,230 | **9,320** |
| K-Factor | 0.090 | 0.101 | 0.101 | - | - | 0.103 | 0.103 | 0.101 | 0.101 | **0.100** |
| D-Factor | - | 0.600 | 0.600 | - | - | 0.560 | 0.560 | 0.580 | 0.580 | **0.540** |
| Future AADT | - | - | 9,150 | 8,740 | 11,400 | 12,800 | 12,800 | 13,800 | 11,300 | **12,000** |




## Vehicle Classification 2025

| | |
|---|---|
| **1. Motorcycles** 2 axles, 2 or 3 wheels. | 0.41% |
| **2. Passenger cars** 2 axles. Can have 1- or 2-axle trailers. | 65.54% |
| **3. Pickups, panels, vans** 2-axle, 4-tire single units. Can have 1- or 2-axle trailers. | 24.73% |
| **4. Buses** 2- or 3-axle, full length. | 0.50% |
| **5. Single-unit trucks** 2-axle, 6-tire, (dual rear tires), single-unit trucks. | 5.91% |
| **6. Single-unit trucks** 3-axle, single-unit trucks. | 0.80% |
| **7. Single-unit trucks** 4 or more axle, single-unit trucks. | 0.10% |
| **8. Single-trailer trucks** 3- or 4-axle, single-trailer trucks. | 0.89% |
| **9. Single-trailer trucks** 5-axle, single-trailer trucks. | 0.97% |
| **10. Single-trailer trucks** 6 or more axle, single-trailer trucks. | 0.13% |
| **11. Multi-trailer trucks** 5 or less axle, multi-trailer trucks. | 0% |
| **12. Multi-trailer trucks** 6-axle, multi-trailer trucks. | 0% |
| **13. Multi-trailer trucks** 7 or more axle, multi-trailer trucks. | 0.05% |

# Site 0000139_0332

**0000139_0332 - 139-0332**

- SR 006000 BEG AT
**County:** Hall
**Route number:** 00196400
**LRS section:** 1392196400
**Functional class:** 5R - Major Collector (Rural)
**Coordinates:** 34.44072319, -83.90090989

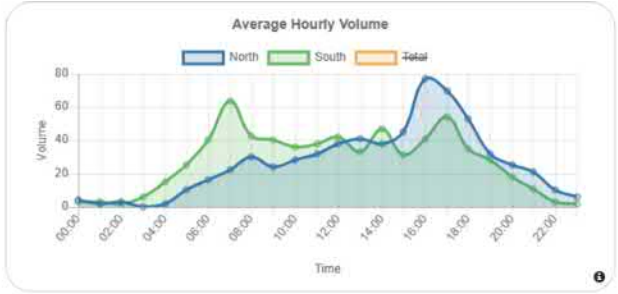
Site Data

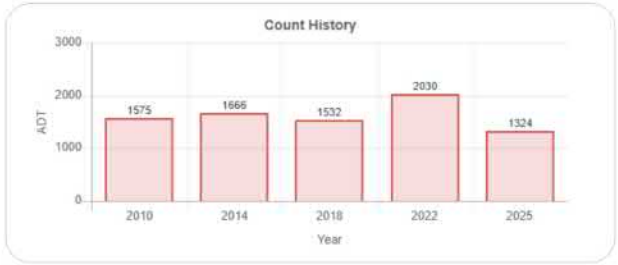
## Count History

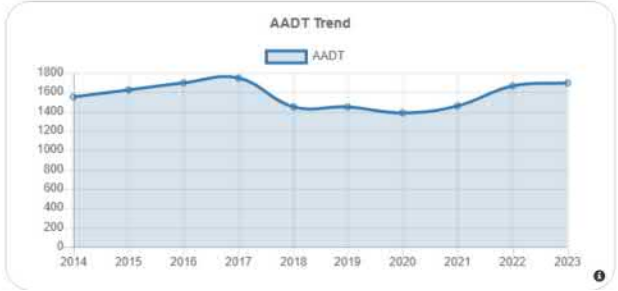
| Year | Month | Count type | Duration | Count | ADT |
|---|---|---|---|---|---|
| 2025 | February | Class | 48 hours | 2,648 | 1,324 |
| 2022 | October | Volume | 48 hours | 4,061 | 2,030 |
| 2018 | August | Class | 48 hours | 3,063 | 1,532 |
| 2014 | May | Volume | 48 hours | 3,332 | 1,666 |
| 2010 | January | Volume | 48 hours | 3,150 | 1,575 |

## Annual Statistics

| Data Item | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| Statistics type | - | Estimated | Estimated | Estimated | Actual | Estimated | Estimated | Estimated | Actual | **Estimated** |
| AADT | 1,550 | 1,620 | 1,700 | 1,750 | 1,450 | 1,450 | 1,390 | 1,460 | 1,670 | **1,700** |
| K-Factor | 0.097 | 0.097 | 0.097 | - | 0.110 | 0.110 | 0.110 | 0.110 | 0.117 | **0.117** |
| D-Factor | 0.500 | 0.500 | 0.500 | - | 0.660 | 0.660 | 0.660 | 0.660 | 0.550 | **0.550** |
| Future AADT | - | - | 1,940 | 1,810 | 1,830 | 1,830 | 1,830 | 1,840 | 2,100 | **2,140** |




## Vehicle Classification 2025

| | |
|---|---|
| **1. Motorcycles** 2 axles, 2 or 3 wheels. | 0.15% |
| **2. Passenger cars** 2 axles. Can have 1- or 2-axle trailers. | 65.07% |
| **3. Pickups, panels, vans** 2-axle, 4-tire single units. Can have 1- or 2-axle trailers. | 26.32% |
| **4. Buses** 2- or 3-axle, full length. | 0.49% |
| **5. Single-unit trucks** 2-axle, 6-tire, (dual rear tires), single-unit trucks. | 4.76% |
| **6. Single-unit trucks** 3-axle, single-unit trucks. | 1.17% |
| **7. Single-unit trucks** 4 or more axle, single-unit trucks. | 0% |
| **8. Single-trailer trucks** 3- or 4-axle, single-trailer trucks. | 0.94% |
| **9. Single-trailer trucks** 5-axle, single-trailer trucks. | 0.76% |
| **10. Single-trailer trucks** 6 or more axle, single-trailer trucks. | 0.30% |
| **11. Multi-trailer trucks** 5 or less axle, multi-trailer trucks. | 0% |
| **12. Multi-trailer trucks** 6-axle, multi-trailer trucks. | 0% |
| **13. Multi-trailer trucks** 7 or more axle, multi-trailer trucks. | 0.04% |

# Site 0000139_0334

**0000139_0334 - 139-0334**

- BEG DAWSON 085
**County:** Hall
**Route number:** 00013600
**LRS section:** 1391013600
**Functional class:** 4U - Minor Arterial (Urban)
**Coordinates:** 34.4039992, -83.95093188

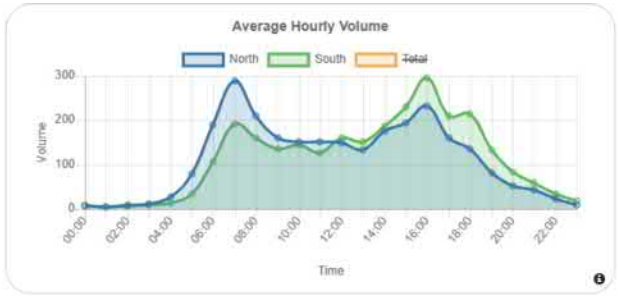
## Site Data

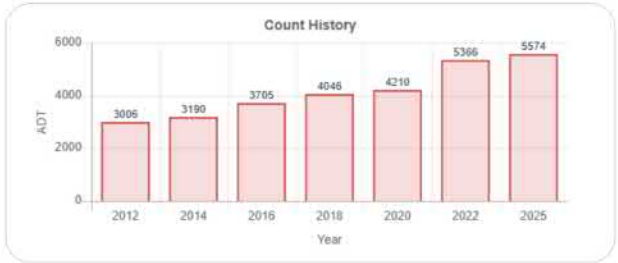
## Count History

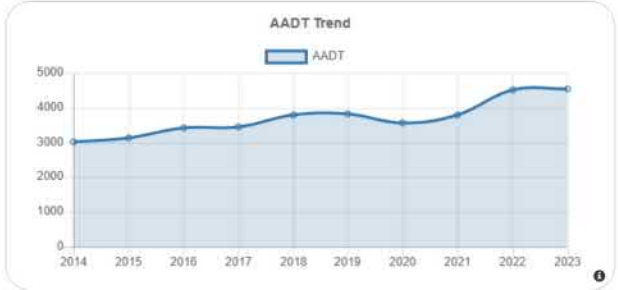
| Year | Month | Count type | Duration | Count | ADT |
|---|---|---|---|---|---|
| 2025 | February | Class | 48 hours | 11,148 | 5,574 |
| 2022 | October | Volume | 48 hours | 10,731 | 5,366 |
| 2020 | January | Volume | 48 hours | 8,420 | 4,210 |
| 2018 | May | Class | 48 hours | 8,093 | 4,046 |
| 2016 | July | Volume | 48 hours | 7,410 | 3,705 |
| 2014 | May | Volume | 48 hours | 6,380 | 3,190 |
| 2012 | February | Volume | 48 hours | 6,013 | 3,006 |

## Annual Statistics

| Data Item | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---|---|---|---|---|---|---|---|---|---|
| Statistics type | - | Estimated | Actual | Estimated | Actual | Estimated | Actual | Estimated | Actual | **Estimated** |
| AADT | 3,020 | 3,120 | 3,420 | 3,440 | 3,790 | 3,820 | 3,550 | 3,800 | 4,510 | **4,540** |
| K-Factor | 0.102 | 0.102 | 0.107 | - | 0.111 | 0.111 | 0.115 | 0.115 | 0.108 | **0.108** |
| D-Factor | 0.500 | 0.500 | 0.500 | - | 0.540 | 0.540 | 0.540 | 0.540 | 0.550 | **0.550** |
| Future AADT | - | - | 3,600 | 4,400 | 5,580 | 6,300 | 6,300 | 7,350 | 8,160 | **8,160** |




## Vehicle Classification 2025

| | |
|---|---|
| **1. Motorcycles**<br>2 axles, 2 or 3 wheels. | 0.56% |
| **2. Passenger cars**<br>2 axles. Can have 1- or 2-axle trailers. | 63.86% |
| **3. Pickups, panels, vans**<br>2-axle, 4-tire single units. Can have 1- or 2-axle trailers. | 27.04% |
| **4. Buses**<br>2- or 3-axle, full length. | 0.49% |
| **5. Single-unit trucks**<br>2-axle, 6-tire, (dual rear tires), single-unit trucks. | 5.72% |
| **6. Single-unit trucks**<br>3-axle, single-unit trucks. | 0.45% |
| **7. Single-unit trucks**<br>4 or more axle, single-unit trucks. | 0.01% |
| **8. Single-trailer trucks**<br>3- or 4-axle, single-trailer trucks. | 1.13% |
| **9. Single-trailer trucks**<br>5-axle, single-trailer trucks. | 0.72% |
| **10. Single-trailer trucks**<br>6 or more axle, single-trailer trucks. | 0.02% |
| **11. Multi-trailer trucks**<br>5 or less axle, multi-trailer trucks. | 0% |
| **12. Multi-trailer trucks**<br>6-axle, multi-trailer trucks. | 0% |
| **13. Multi-trailer trucks**<br>7 or more axle, multi-trailer trucks. | 0.01% |

# Appendix E

# Trip Generation Report

# Single-Family Detached Housing
(210)

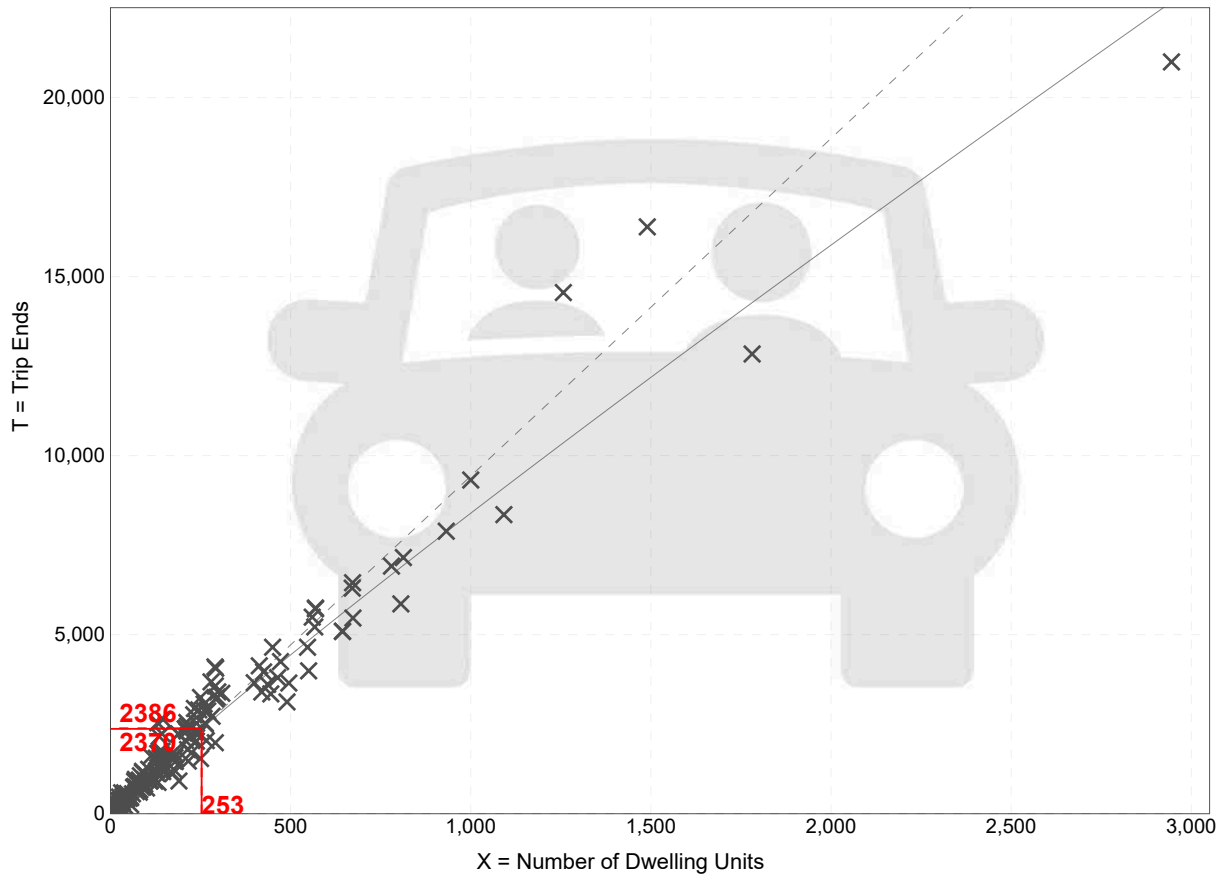
**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday**

**Setting/Location:** **General Urban/Suburban**
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 9.43 | 4.45 - 22.61 | 2.13 |

## Data Plot and Equation




**Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68** **$R^2$= 0.95**

*Trip Gen Manual,* 11th Edition ● Institute of Transportation Engineers

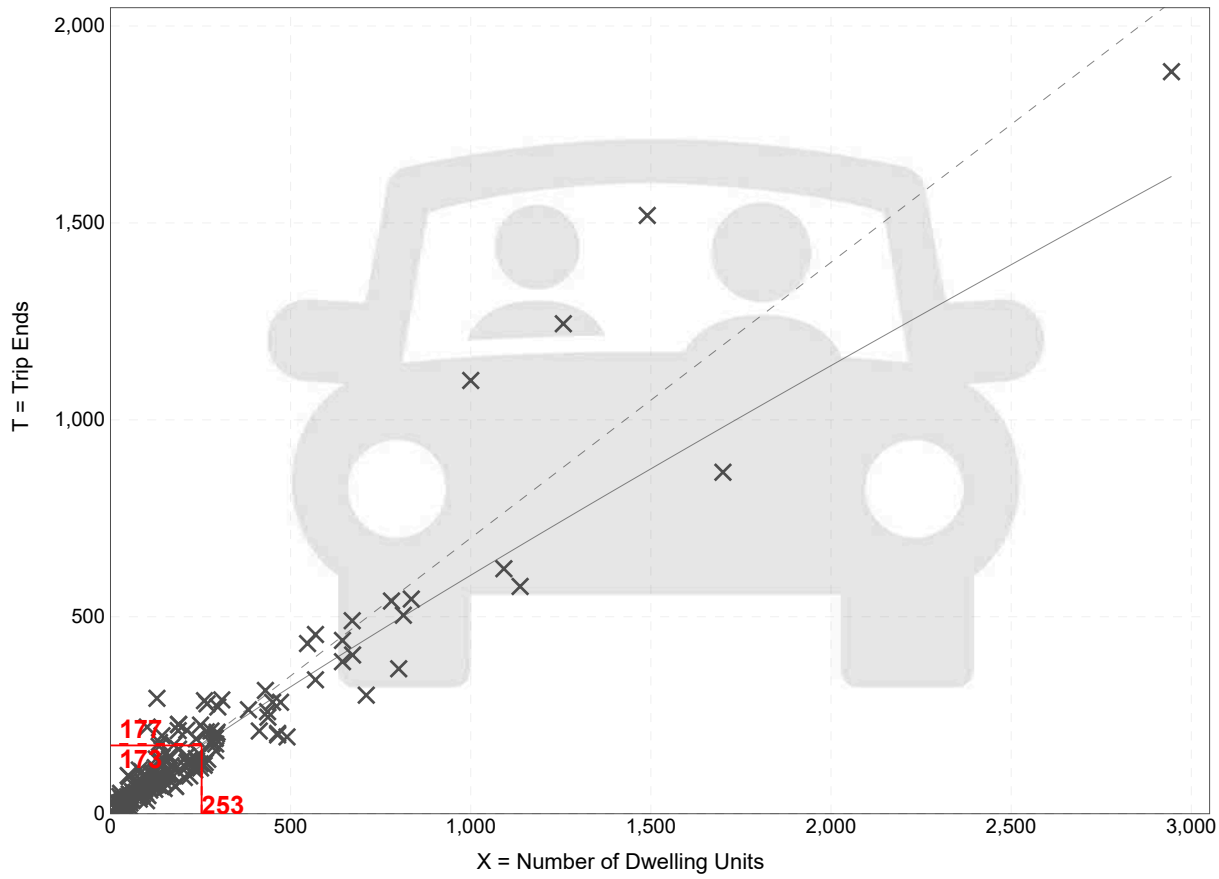
# Single-Family Detached Housing
(210)

**Vehicle Trip Ends vs:** **Dwelling Units**
**On a:** **Weekday,**
**Peak Hour of Adjacent Street Traffic,**
**One Hour Between 7 and 9 a.m.**
**Setting/Location:** **General Urban/Suburban**
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 25% entering, 75% exiting

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.70 | 0.27 - 2.27 | 0.24 |

## Data Plot and Equation




*Trip Gen Manual,* 11th Edition ● Institute of Transportation Engineers

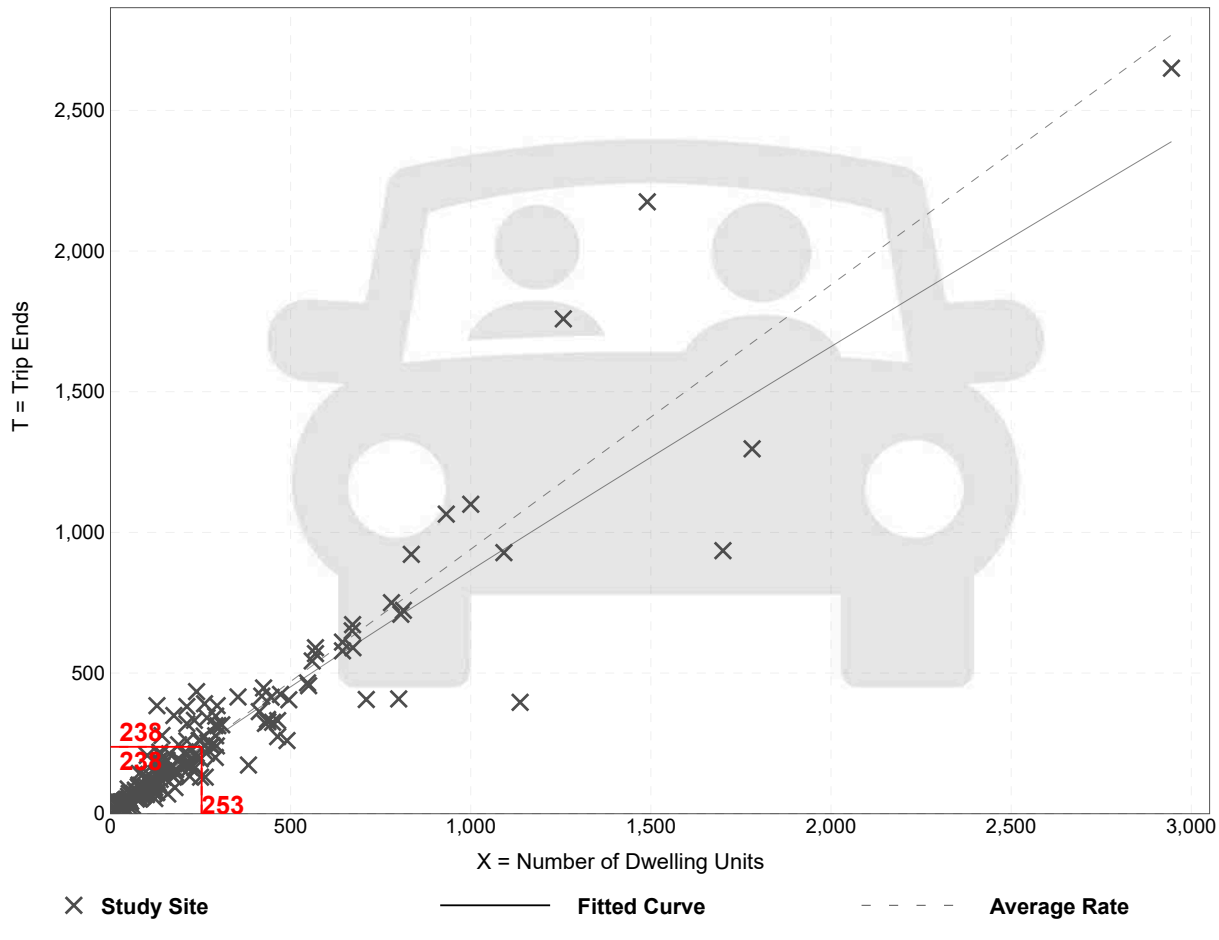
# Single-Family Detached Housing
(210)

| | |
|---|---|
| **Vehicle Trip Ends vs:** | **Dwelling Units** |
| **On a:** | **Weekday,** |
| | **Peak Hour of Adjacent Street Traffic,** |
| | **One Hour Between 4 and 6 p.m.** |
| **Setting/Location:** | **General Urban/Suburban** |
| Number of Studies: | 208 |
| Avg. Num. of Dwelling Units: | 248 |
| Directional Distribution: | 63% entering, 37% exiting |

## Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
|---|---|---|
| 0.94 | 0.35 - 2.98 | 0.31 |

## Data Plot and Equation




*Trip Gen Manual,* 11th Edition ● Institute of Transportation Engineers

RECEIVED
JUL 23 2025
By JR

To our BOCC members:

RE: 6266 Yellow Creek Rd | Rezone | Cook Communities Applicant

Here we, (the Yellow Creek Community) are again, requesting you disapprove yet another inappropriate rezoning request, for the third time in roughly two years. We thank you in advance for reading through our packet prior to the BOCC meeting on 24 July, 2025. What we'll present across four speakers, closely matches the color-printed booklet, along with the supplemental pages included with this cover letter.

First, we'll cover what we are <u>against</u> and why:

- We oppose a request like this Cook Communities rezoning because it is inappropriate for our community and its enduring and desirable rural character, and
- it is inconsistent with the Comprehensive Plan and appropriate UDC zoning, and
- they have proceeded with their request, despite direct community input and feedback to the contrary, while apparently ignoring much of Comprehensive Plan's Chapter 3 (Community Input,) and
- it insufficiently addresses real inherent risks to natural resources, specifically the Yellow Creek and the Yellow Creek wetlands, and/or our community's quality of life.

Secondly, here's what we are <u>for</u>, that is, what we are asking the BOCC to do:

We recommend the BOCC deny this rezoning application and establish the following conditions, a priori to the next submission of a development plan for <u>*this*</u> property:

- Hall County BOCC will only approve development that is authentically AR-1, Rural Neighborhood, with a Greenspace Overlay per the Comprehensive Plan,
- with appropriately large lots, in character with the existing 9.4-acre proximal lot size average,
- require substantial dedicated greenspace, with a limited number of homes overall,
- 100' streambed buffers (since the property encompasses the watershed of an unimpaired State Waterbody and the headwaters of a protected wetlands,) and
- require a CWA Section 404 Federal Permit with Section 401 State Certification, stipulating best management processes, plans and execution that pre-empt storm runoff and pollution damage to an authentically sensitive and unimpaired downstream aquatic wetlands area.

Each of the above conditions is consistent with O.C.G.A. § 36-66-1 et seq., the Comprehensive Plan, the UDC, the Clean Water Act of 1972 ("CWA"), 33 U.S.C. § 1251(a), and the Georgia

Erosion and Sedimentation Act (O.C.G.A. 12-7-1 et seq., **ALL** of which were in place and publicly available prior to Cook Communities applying to re-zone *this* property.

We want to emphasize, we're not against growth; we just want the right kind of growth and that is already defined in the Comprehensive Plan. We recognize each of our homes represented growth. In fact we agree with Geoff Cook that 'growth is inevitable.' But South Hall-style growth does not belong along Yellow Creek, and neither does development that risks serious damage to important natural resources.

Please deny this request for rezoning and consider establishing conditions for future applicants.

Very respectfully,

The Yellow Creek Working Group

by Greg Rutledge
7724 Barkers Bend Dr.
Murrayville, GA 30564
770.995.9520
gregrut1@bellsouth.net

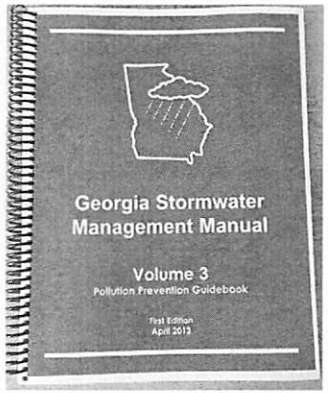
As mentioned before, Yellow Creek is the last clean, unimpaired headwater/watershed area of Lake Lanier in the Chestatee region. Per the EPA, and per the GA EPD [Georgia Erosion and Sedimentation Act (**O.C.G.A. 12-7-1 et seq.**)] ***ANY*** land disturb[illegible]within 200' of a State Waterbody requires:

- An LDP (Land Disturbance Permit),
- An Erosion, Sedimentation, and Pollution Control (ES&PC) plan with BMPs, (best manage[illegible]
- A filed NOI (Notice of Intent) ...

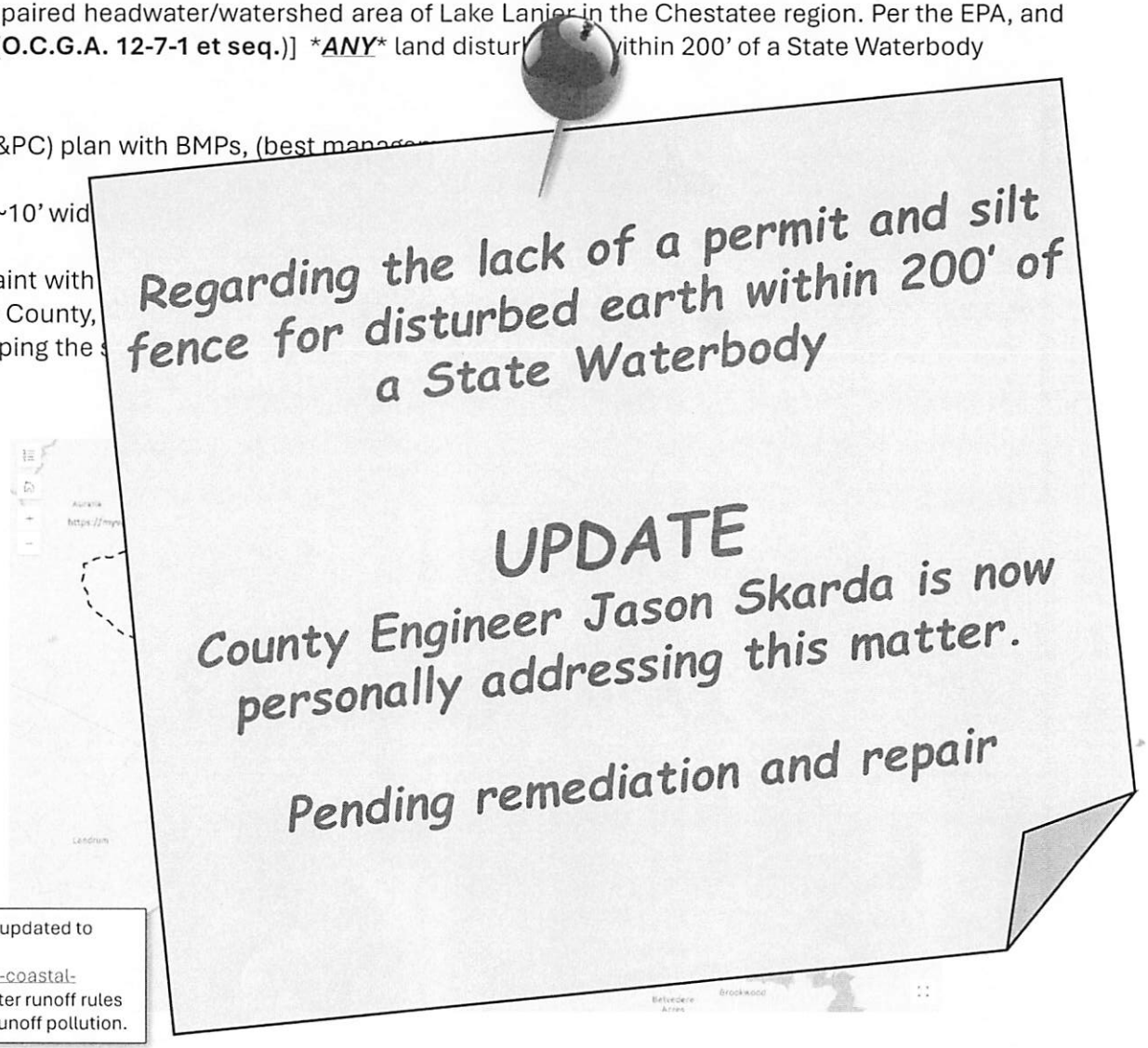
which apparently were not in place prior to cutting in the ~10' wid[illegible]

Note well shortly after the road was cut, we filed a complaint with [illegible] rain shower. Per SOPs, that complaint was referred to the County, [illegible] site and "could not find evidence that sediment was escaping the s[illegible] disturbed areas." That remediation is not yet scheduled.

This is all in the "Blue Book"




https://cdn.atlantaregional.org/wp-content/uploads/gsmm-whatsnew-final.pdf updated to focus on stormwater runoff
https://epd.georgia.gov/watershed-protection-branch/storm-water/georgia-epd-coastal-stormwater-supplement-stormwater ← update covers the specifics of stormwater runoff rules due to increasing adverse effects (from development) of runoff and the ensuing runoff pollution.



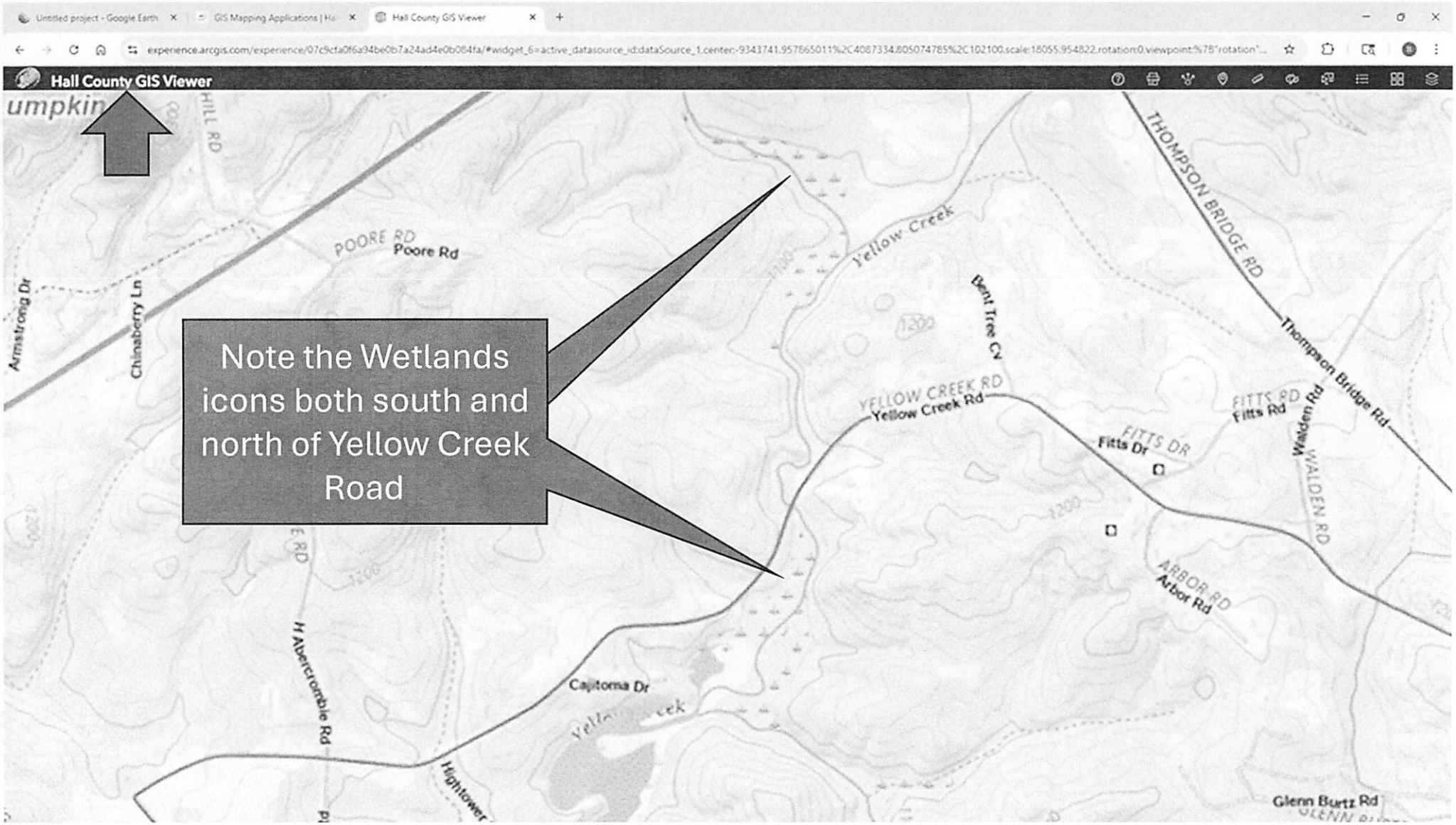
# The County is now working with Cook Communities to remediate any future silt/mud releases due to a lack of proper silt fences

The failure to install required silt fences in proximity to state waters, after disturbing earth without a permit, and within 200' of those state waters, followed by foreseeable rain events and observable sediment releases, fits the mold of a situation that:

- Would not ordinarily occur without negligence,
- Was within the developer's or their contractor's exclusive control,
- Produced direct and visible harm to water quality, and
- The absence of basic erosion controls — notably silt fencing — within 200 feet of the Yellow Creek, prior to typical and/or forecasted precipitation resulted in three observed releases of notable sediment into a protected state water, (the Yellow Creek) in a 30-day period. This kind of failure, absent extraordinary external factors, strongly suggests negligent site management.

Res Ipsa Loquitur (the thing speaks for itself)

We do not seek fines or punishment, just remediation and suitable permitting and care going forward.


Hall County GIS Viewer
Note the Wetlands icons both south and north of Yellow Creek Road
Poore Rd
Yellow Creek
Bent Tree Cv
THOMPSON BRIDGE RD
Thompson Bridge Rd
YELLOW CREEK RD
Yellow Creek Rd
FITTS DR
Fitts Dr
FITTS RD
Fitts Rd
Walden Rd
WALDEN RD
ARBOR RD
Arbor Rd
Armstrong Dr
Chinaberry Ln
Abercrombie Rd
Cajitoma Dr
Hightower
Glenn Burtz Rd

The Cook development plan is not a bad plan but should be built in an area that supports it and is in fact consistent with the Comprehensive Plan – such as proximal to the identified development corridors along Highway 60 and the Sardis Connector, **NOT** an area slated to remain rural in character and reality.

When a development plan is submitted consistent with the Comprehensive Plan, we recommend the County require AR-1, Rural Neighborhood, Greenspace Overlay per the Comprehensive Plan, **with** appropriately large lots, in character with the 9.4-acre proximal lot size average, plus substantial dedicated greenspace, 100' streambed buffers (100' buffers are mentioned in the Comprehensive Plan) limiting the number of homes, and requiring a CWA Section 404 Permit with Section 401 Certification; these actions taken to deliberately pre-empt storm runoff and pollution damage to an authentically sensitive and unimpaired aquatic wetlands area.

Per the GA EPD "the goal is to ensure that development does not cause the unimpaired stream [*and the wetlands*] to become impaired in the first place."

GREENSPACE

"It is understood that large-lot single-family houses in rural setting are going to be the preferred development pattern in some areas, namely … Murrayville/Sardis. However [examples shown]… with trade-offs … demonstrate[s] **rural development can't happen in some areas without building higher densities in other areas to support it**. [**emphasis** Hall] {highlights YCCC}

P 137 Comprehensive Plan

*BOCC Meeting 24 July, 2025*

*Yellow Creek Community Presentation*
*In opposition to*
*Cook Communities Rezoning Request,*

*Following the Planning Commission's 3-1 vote against staff recommendation to approve*

*On 16 June 2025*

Yellow Creek Wetlands, 7/15/2025

4. **6266 Yellow Creek Road | Rezone** | from Agricultural Residential 1 (AR-1) to Planned Residential Development (PRD) | on a 253.58± acre portion of a tract located on the northwest side of Yellow Creek Road approximately 1,457 feet from its intersection with Bent Tree Cove | Zoned AR-1; Tax Parcel 11112 000004 (pt.) | **Proposed Use: 253-lot residential development** | ** Commission District 2 | **Cook Communities, applicant**

More accurately, AR-1, rural neighborhood with a greenspace overlay and wetlands
Comprehensive Plan, pp 89, 90, 168, 169, 175

## Four planned speakers in opposition, two minutes each

1. Greg Rutledge: Summary of Opposition; Recommendation
2. Dr. Bronier Costas: Appropriate Land Use and Existing Rural Character
3. Chuck Andrews: Yellow Creek wetlands and unimpaired watershed/headwaters at risk; Georgia Erosion and Sedimentation Act (O.C.G.A. 12-7-1 et seq.)
4. Dr. Courtney St. John-Wacker: Summary and Closing

As a professional courtesy, please recognize

Greg Rutledge

as the first speaker.

Summary of Opposition; Recommendation

The Yellow Creek community has been consistent and resolute in its opposition to rezoning applications such as but not limited to this one, which:

* were/are inappropriate for our community and its character,
* inconsistent with the Comprehensive Plan and appropriate UDC zoning,
* brush off direct community input and feedback, and apparently the entirety of Chapter 3, Community Input, and
* insufficiently address risks to natural resources and/or our community's quality of life.

Our sort of community-based opposition effort, which has consumed considerable time and resources for the Yellow Creek community members in the last year, could have been avoided if ***all*** applicants had taken to heart and heeded the guidance of the **first two paragraphs** of the Comprehensive Plan, a publicly available document.

# EXECUTIVE SUMMARY

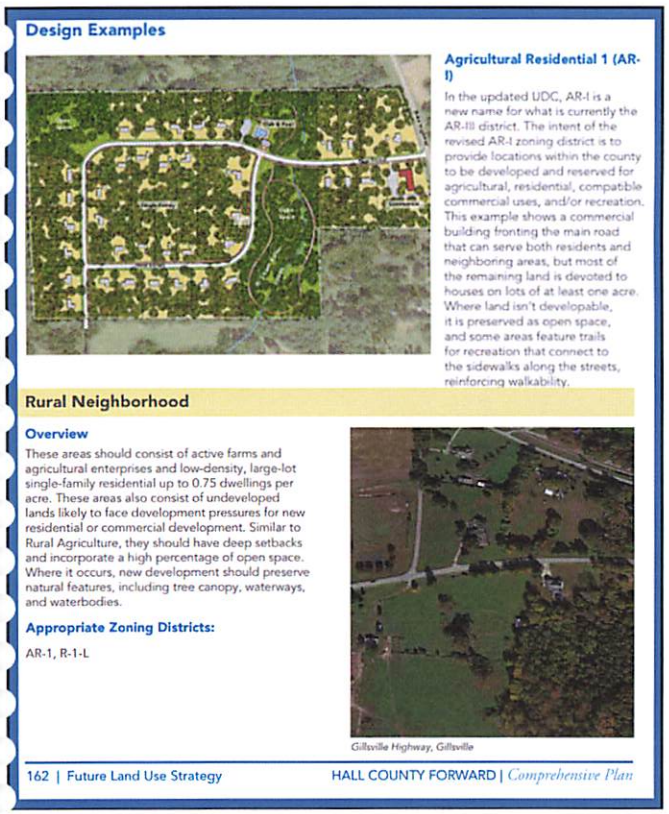
Hall County's comprehensive plan, *Hall County Forward,* is a policy document that guides the county's long-range vision for growth and development in the unincorporated portions of the county. This plan is intended to balance population, economic, and employment growth with the desire to maintain rural character, greenspace, and natural resources. This plan also addresses the need to coordinate new development with infrastructure capacity. This executive summary presents highlights from the plan, including the process used to develop recommendations, the recommendations themselves, and how the plan will be implemented.

This document is to be used as a guide by the following groups:

1. **Developers.** Developers will use this plan to determine if they can build what they want to build, where they want to build it, before undertaking their plans.
2. **Hall County Staff.** County staff will use this plan to determine if new development meets the goals outlined in this document, as well as to guide future planning and project efforts.
3. **The Hall County Board of Commissioners (BOC).** The BOC will use this plan as their guide to make decisions related to rezonings and approving new developments.

The Comprehensive Plan is clear that the appropriate, compatible and consistent zoning for this property is **as already defined** in the Comprehensive Plan: **AR-1, Rural Neighborhood with a Greenspace Overlay**. NOT PRD, and NOT R-1L.

We respectfully recommend that when a subsequent development plan is filed, you only approve one demonstrably compatible with AR-1, Rural Neighborhood, Greenspace Overlay with conditions that increase stream buffers and restrict the total number of lots in order to protect the unimpaired headwaters and watershed of the Yellow Creek and its immediately downstream wetlands, (which have Wetlands designation and EPD/EPA protection noted in the Comprehensive Plan. (*Speaker 3, Chuck Andrews will elaborate*)



**Design Examples**

**Agricultural Residential 1 (AR-I)**

In the updated UDC, AR-I is a new name for what is currently the AR-III district. The intent of the revised AR-I zoning district is to provide locations within the county to be developed and reserved for agricultural, residential, compatible commercial uses, and/or recreation. This example shows a commercial building fronting the main road that can serve both residents and neighboring areas, but most of the remaining land is devoted to houses on lots of at least one acre. Where land isn't developable, it is preserved as open space, and some areas feature trails for recreation that connect to the sidewalks along the streets, reinforcing walkability.

**Rural Neighborhood**

**Overview**

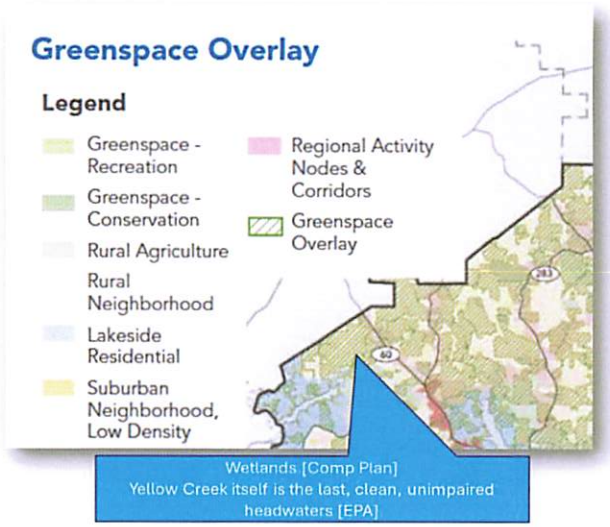
These areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. These areas also consist of undeveloped lands likely to face development pressures for new residential or commercial development. Similar to Rural Agriculture, they should have deep setbacks and incorporate a high percentage of open space. Where it occurs, new development should preserve natural features, including tree canopy, waterways, and waterbodies.

**Appropriate Zoning Districts:**

AR-1, R-1-L

Gillsville Highway, Gillsville

162 | Future Land Use Strategy HALL COUNTY FORWARD | *Comprehensive Plan*



As a professional courtesy, please recognize

Dr. Bronier Costas

as the next speaker.

Appropriate Land Use and
Existing Rural Character

.NTENT - “The proposed residential development … should conform to the existing character and development pattern of the surrounding area.” (UDC)

**Murrayville/Sardis Future Land Use & Zoning Compatibility**

| Future Land Use | AG-1 | AR-1 | V-C | R-1-L | R-1 | R-TF | R-X | R-MF | MHP | O-I | S-S | H-B | M-U | I-1 | I-2 | PCD | PID | POD | PRD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Greenspace - Recreation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Greenspace - Conservation | X | X | X | X | X | | X | X | | X | X | X | X | X | | X | | | X |
| Rural Agriculture | X | X | | | | | | | | | | | | | | | | | |
| Rural Neighborhood | | X | | X | | | | | | | | | | | | | | | |
| Lakeside Residential | | | X | X | X | | | | | | | | | | | | | | |
| Business Nodes & Corridors | | | | | | | | | | X | X | X | X | X | | X | | | |
| Rural Scenic Nodes & Corridors | X | X | | | | | | | | X | X | | | X | | | | | |
| Regional Activity Nodes & Corridors | | | | | | | X | X | | X | X | X | X | | | X | | | X |

# Proximal single-family homes have an average lot size of 9.4 acres.

**(28 home sites/ Rural Character)**

All recent (prior 10 years) development and existing home sites built along Yellow Creek Rd are all single-family homes generally on multiple acres. (includes the in-progress Hathaway 'horse farm' with home.) With one exception (Lee), all recent Yellow Creek Rd (and adjacent/fronting) are built on lots exceeding one acre. For example:

- Singleton, 6641 Yellow Creek Rd, 11.76 acres.
- Singleton, 6673 Yellow Creek Rd, 1.57 acres.
- Tate, 662 H Abercrombie/Yellow Creek driveway, 37.95 acres (house and outbuilding)
- Black, 6624 Yellow Creek, 4.2 acres (house and outbuildings)
- Hathaway, 6384 Yellow Creek, 54.37 acres (house and '
- McCrary, 6067 Walden Rd/Yellow Creek frontage, 4.74 a
- Fauscett, 6645 Abercrombie, 3.24 acres
- Baker, 6657 Abercrombie, 3.24 acres
- Sykes, 6677 Abercrombie, 1.53 acres
- Warneke, 6689 Abercrombie, 1.63 acres
- Romero, 6701 Abercrombie, 2.21 acres
- Lee, 6035 Yellow Creek, .86 acres.

**> 10 years**

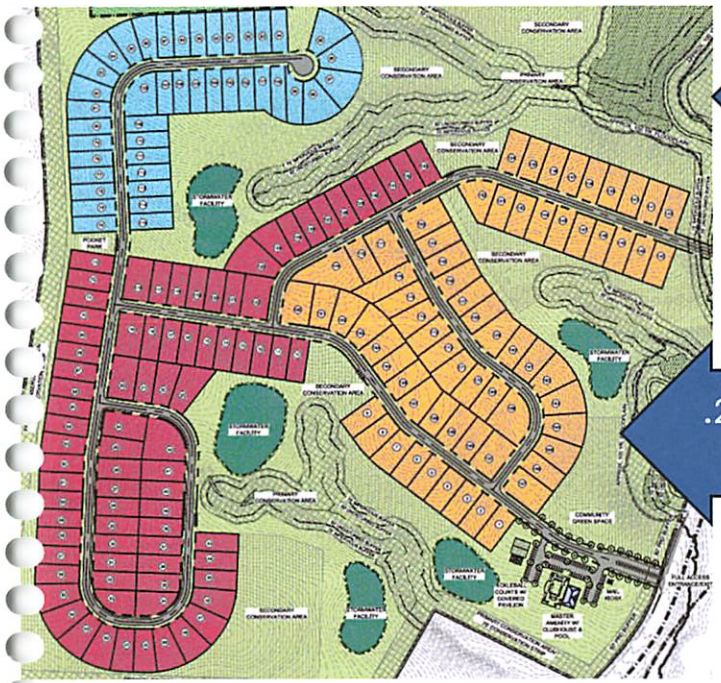
Souther, 6212 Bent Tree Cove, 10.5 acres
Souther, 6216 Bent Tree Cove, 3.84 acres
Mulder, 6200 Bent Tree Cove, 4.35 acres
McClain, 6190 Bent Tree Cove, 1.15 acres
White 6144 Yellow Creek, 4.42 acres
Cochran, 6126 Yellow Creek, 35.77 acres
Et alia – 4.66, 40.56, 1.5, 2.58, 3.01, 1.77, 2.15, 7.10, 1.09, 2.50, 13.4 acres respectively

The Comprehensive Plan Future Land use designation is Rural Neighborhood with a Greenspace overlay, *[page 175 Comp Plan]*.

"The intent of this future land use designation is that these areas should consist of active farms and agricultural enterprises and low-density, large-lot single-family residential up to 0.75 dwellings per acre. Similar to rural agriculture, they should have deep setbacks and incorporate a high percentage of open space." *Furthermore, this region is classified as Wetlands (Comp Plan pp 89, 90, 91) and the Yellow Creek itself is the last remaining clean, unimpaired headwaters and watershed in the Chestatee region (EPA), so mitigating nonpoint source pollution and stormwater/surface runoff from perhaps ~200+/- disturbed acres should be a major consideration for conditions.*

The development application (below left) has an overall proposed density of 0.75 dwelling units per acre.

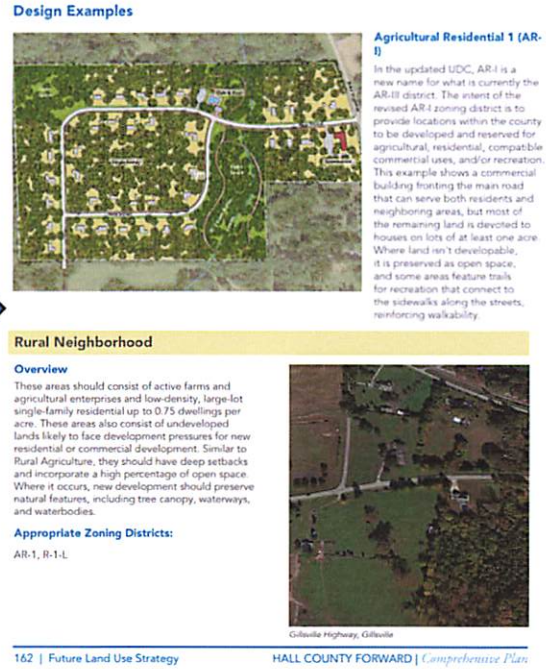
*There is **NO** "overall" verbiage in the Comprehensive Plan or the UDC for Rural Neighborhood, AR-1, R1-L or PRD.*



Submitted Plan

.2 - .33 Acre Lots

Comprehensive Plan



Two YouTube videos, shot in 2019 and 2025, document the enduring rural reality and rural character of Yellow Creek. These videos were also provided to the BOCC as part of prior community actions in opposition to inappropriate zoning and development requests. (the links are live in the pdf, and PowerPoint when in slideshow)

**The rural reality of west Hall County, GA**

https://www.youtube.com/watch?v=ik-RHugrAWM&t=18s

The 2019 journey down Yellow Creek starts at the 6:02 mark.

**March 2025 - 6 years after the 2019 Murrayville/Yellow Creek Rd video. Rural Hall County GA**

https://www.youtube.com/watch?v=BobU_11v1tU

The 2025 journey down Yellow Creek starts at the 6:56 mark, trip slowed by increased traffic.

Google/YouTube doesn't work well with ad blockers, and works best in Chrome.

As a professional courtesy, please recognize

Chuck Andrews

as the next speaker.

Yellow Creek wetlands and unimpaired watershed/headwaters at risk;
Georgia Erosion and Sedimentation Act
(O.C.G.A. 12-7-1 et seq.)

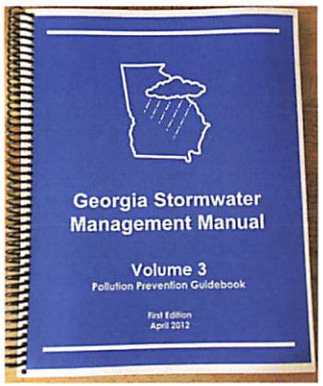
As mentioned before, Yellow Creek is the last clean, unimpaired headwater/watershed area of Lake Lanier in the Chestatee region. Per the EPA, and per the GA EPD [Georgia Erosion and Sedimentation Act (**O.C.G.A. 12-7-1 et seq.**)] ***ANY*** land disturbance within 200' of a State Waterbody requires:

- An LDP (Land Disturbance Permit),
- An Erosion, Sedimentation, and Pollution Control (ES&PC) plan with BMPs, (best management practices **which include silt fences**), and
- A filed NOI (Notice of Intent) ...

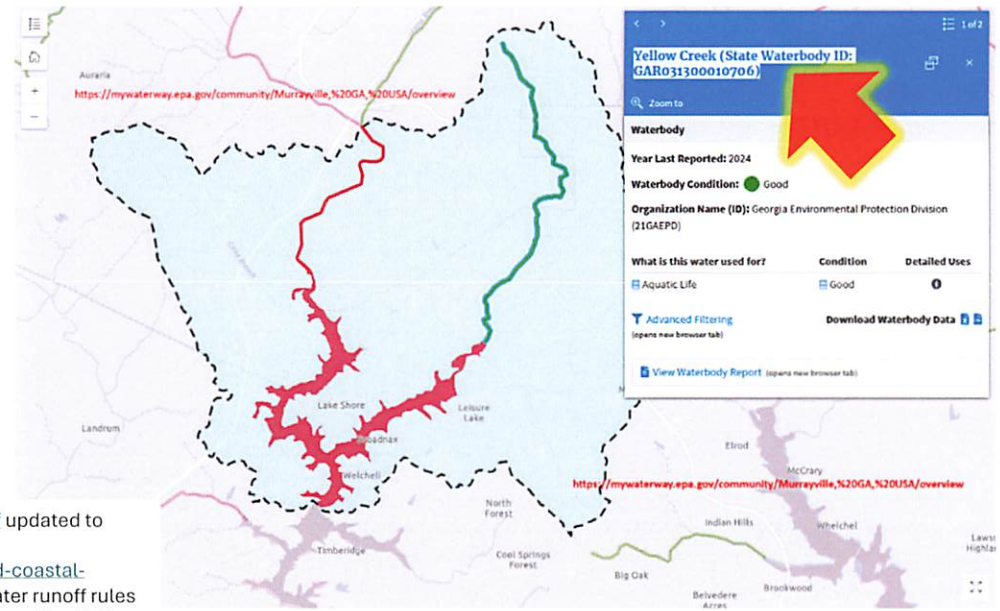
which apparently were not in place prior to cutting in the ~10' wide soil testing road with a dozer, exposing bare earth. (see Appendix B)

Note well shortly after the road was cut, we filed a complaint with the GA EPD due to substantial 'mud' observed in the Yellow Creek subsequent to a rain shower. Per SOPs, that complaint was referred to the County, as the LIA. 25 days after our complaint was filed, a County inspector visited the site and "could not find evidence that sediment was escaping the site, but he did note that mulch / vegetation [grass] should be added to stabilize any disturbed areas." That remediation is not yet scheduled.

This is all in the "Blue Book"




https://cdn.atlantaregional.org/wp-content/uploads/gsmm-whatsnew-final.pdf updated to focus on stormwater runoff
https://epd.georgia.gov/watershed-protection-branch/storm-water/georgia-epd-coastal-stormwater-supplement-stormwater ← update covers the specifics of stormwater runoff rules due to increasing adverse effects (from development) of runoff and the ensuing runoff pollution.



# In case there's any doubt ...

**O.C.G.A. 12-7-1**
**The Erosion and Sedimentation Act of 1975 as Amended**

## HISTORY

Georgia's Erosion and Sedimentation Act was passed in 1975 and became effective in 1977. It has been amended several times; in 1980, 1985, 1989, 1994, 1995 and 2000. The 1994 and 1995 amendments were significant in that the emphasis is now on Best Management Practices (BMPs) instead of water quality.

## AGENCIES

This law specifically defines the duties of four separate and distinct agencies:

1. Local Issuing Authority (LIA).
2. The Environmental Protection Division (EPD) of the Department of Natural Resources (DNR).
3. The Soil and Water Conservation District (SWCD).
4. The State Soil and Water Conservation Commission (SSWCC).

Unnamed, but critically important to the program, is the Natural Resource Conservation Service (NRCS) of the US Department of Agriculture (USDA).

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## LAND-DISTURBING ACTIVITIES

The Law defines a land-disturbing activity as:

"Any land change which may result in soil erosion from water or wind and the movement of sediments into State Water or onto lands within the State including, but not limited to clearing, dredging, grading, excavating, transporting, and filling."

Page 125
**Field Manual for Erosion and Sediment Control**
Fourth Edition 2002

**Soil testing or roads cut for soil testing are NOT an exempted land-disturbing activity, especially within 200' of State Waters (Yellow Creek is a State Waterbody) OCGA § 12-7-17. Exemptions**

## EXEMPTED LAND-DISTURBING ACTIVITIES

The Law contains certain exemptions. Permits for land-disturbing activities are not required for the following:

1. Surface mining.
2. Granite quarrying.
3. Minor land-disturbing activities such as home gardens, home landscaping, etc.

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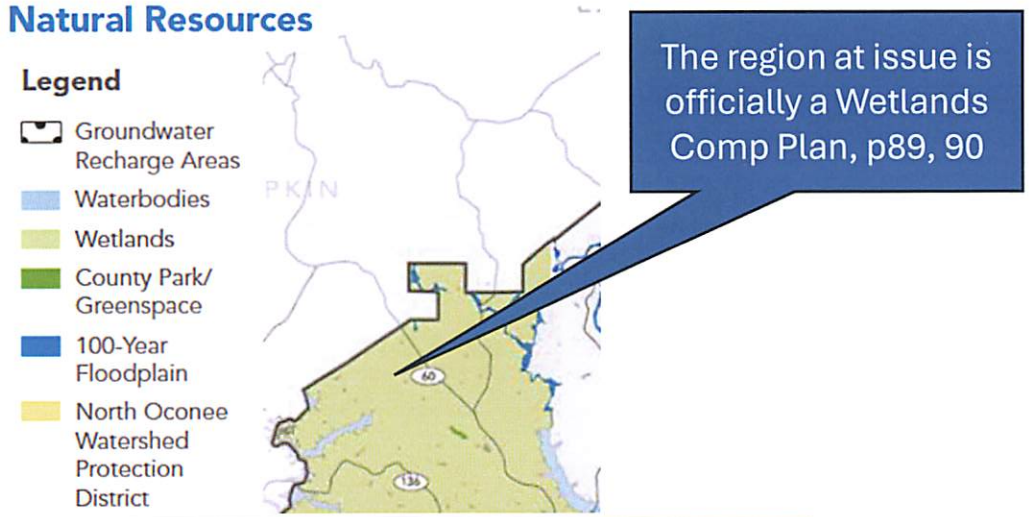
4. Construction of single-family residences for or by the owner.
5. Agricultural Practices.
6. Forestry Practices.
7. Projects of the Natural Resources Conservation Service (NRCS).
8. Projects of 1.1 acre or less (if not within 200' of State Waters).
9. Construction or maintenance projects by the Department of Transportation, the Georgia Highway Authority, or Georgia Tollway Authority and road construction and maintenance projects by counties and cities.
10. Any LDA by an EMC or municipal electrical system or public utility regulated by the Public Service Commission.
11. Public Water System Reservoirs

Although permits are not required, exemptions 4, 8, 9, 10 and 11 must meet certain minimum requirements of the Law.

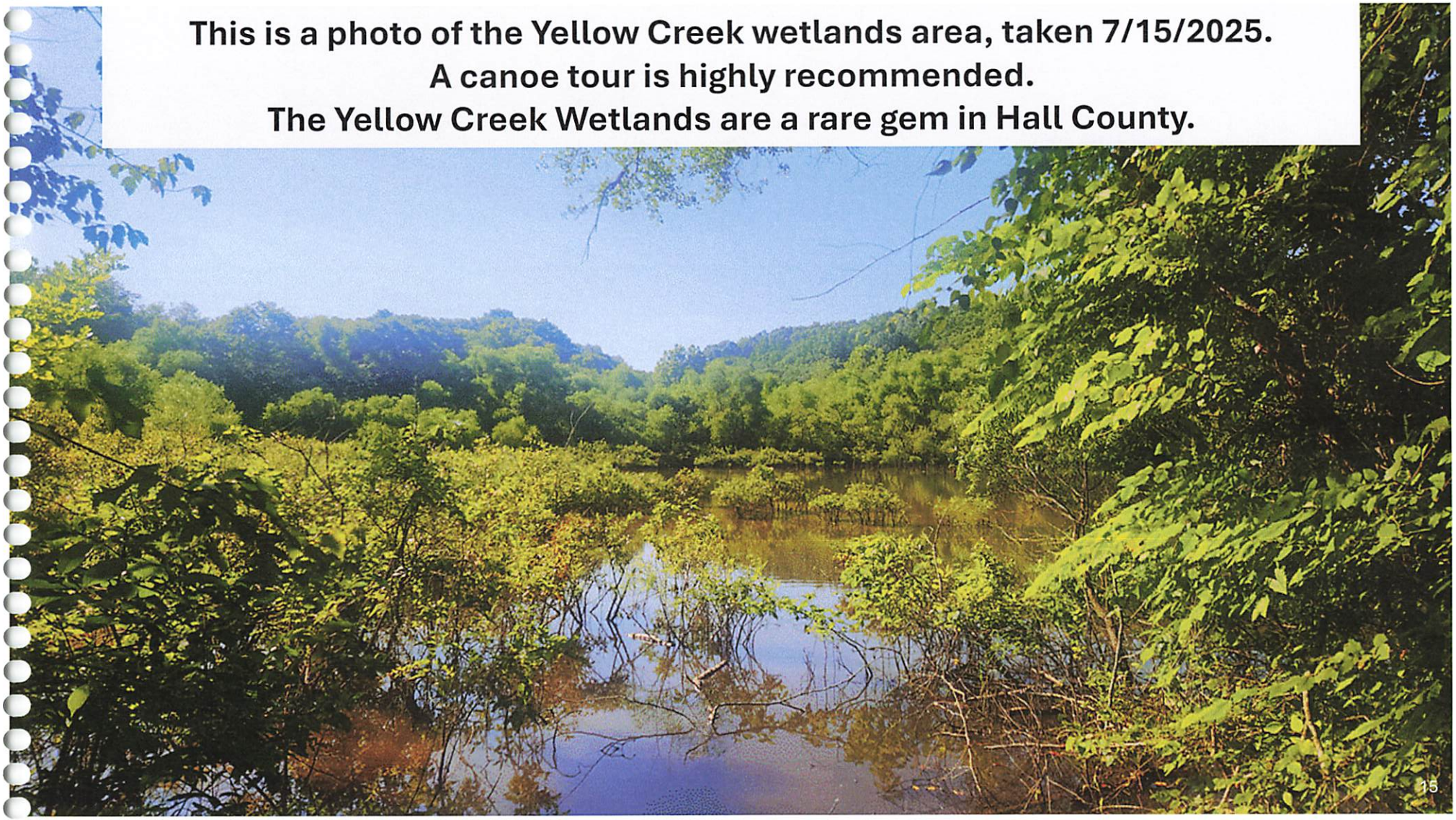
The Comprehensive Plan, the EPA & EPD and the photos make it clear Yellow Creek really is a wetlands worthy of protection.

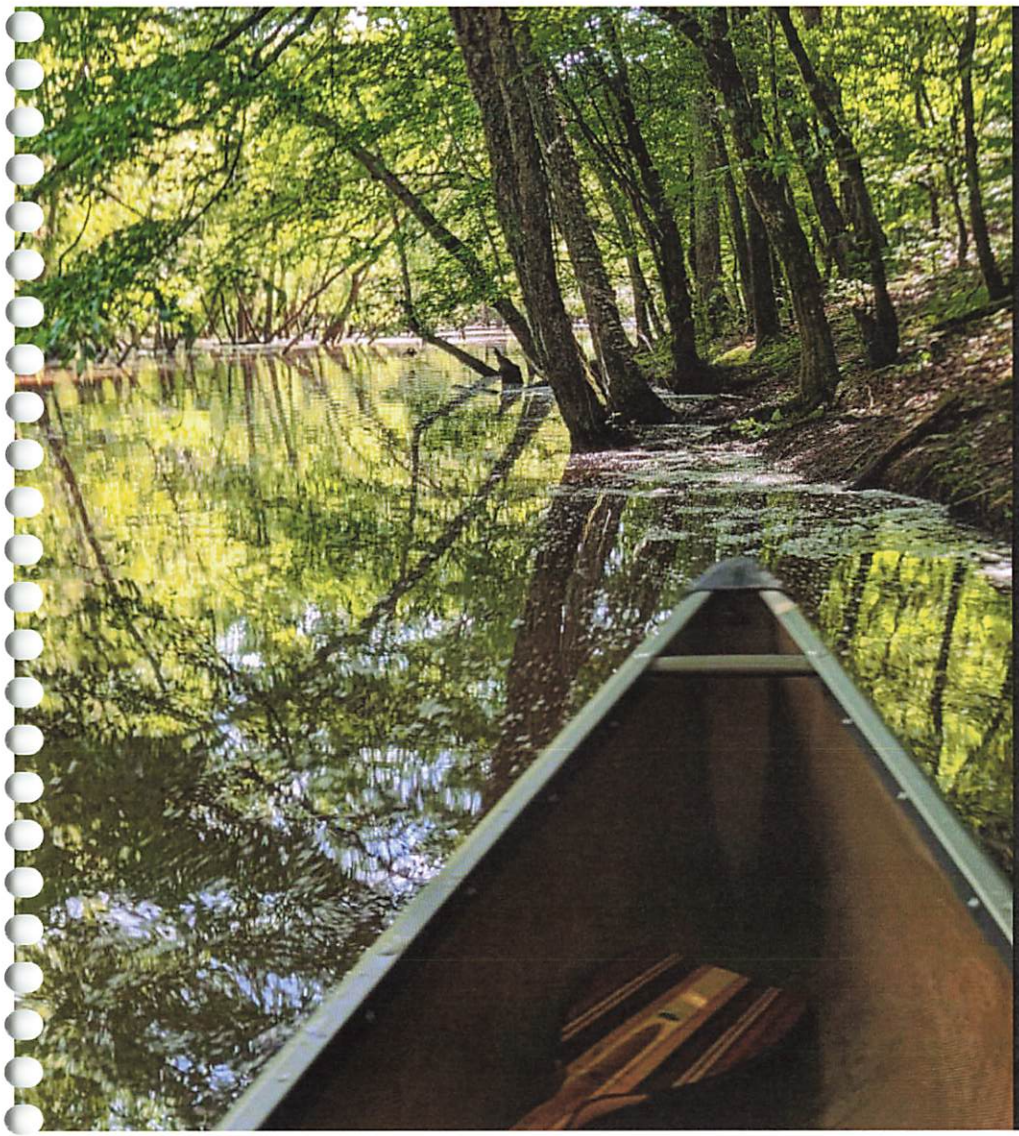
*Numerous additional hi-res photos are available on request.*

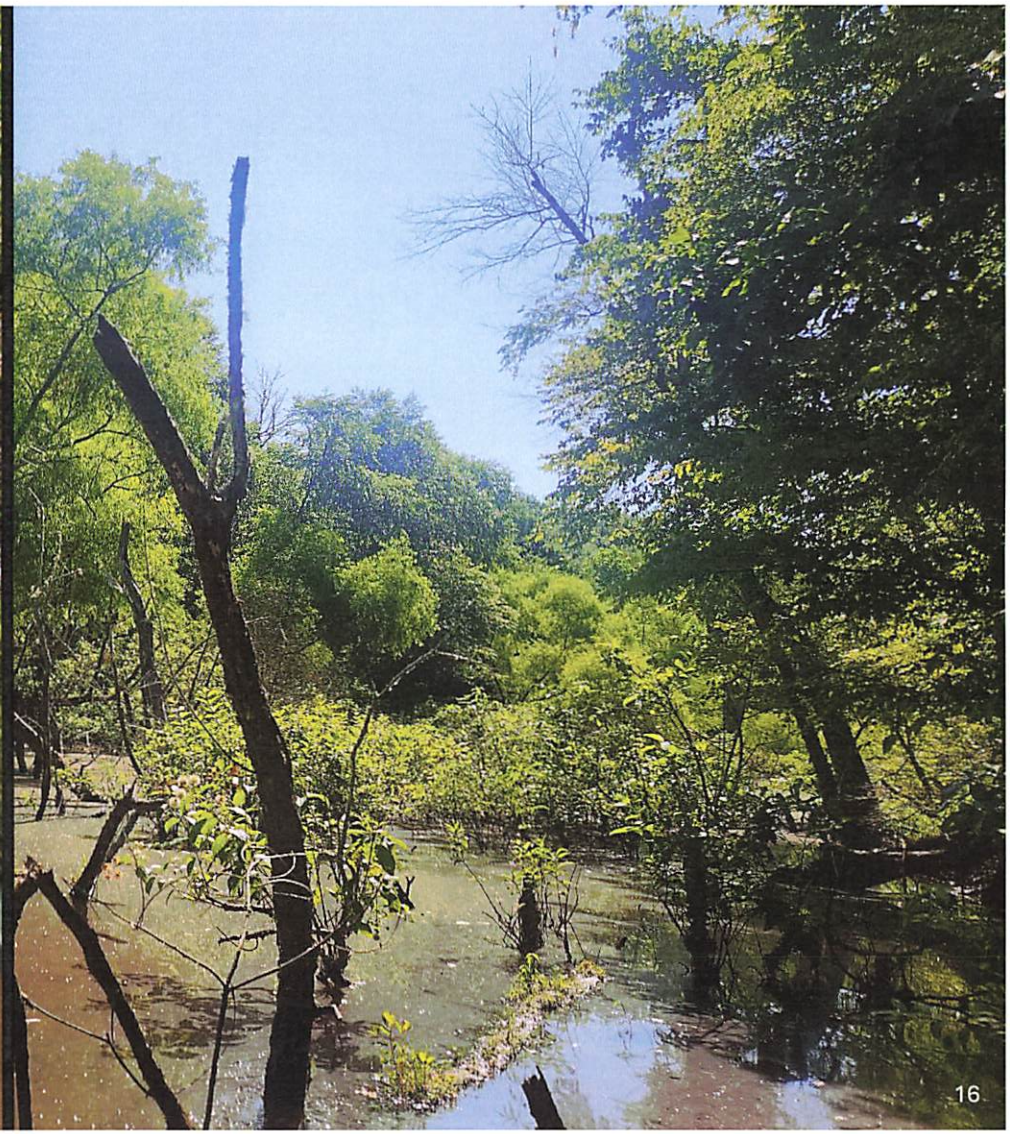



| | | | |
|---|---|---|---|
| Wetlands | Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. | County-wide, as delineated by the U.S. Fish and Wildlife Service National Wetlands Inventory; especially prominent in the Murrayville/Sardis Area. | Wetlands Protection Ordinance: Yes.<br><br>Typical provisions:<br>• Uses associated with contaminants are prohibited.<br>• Local development permit is required for regulated activity. |

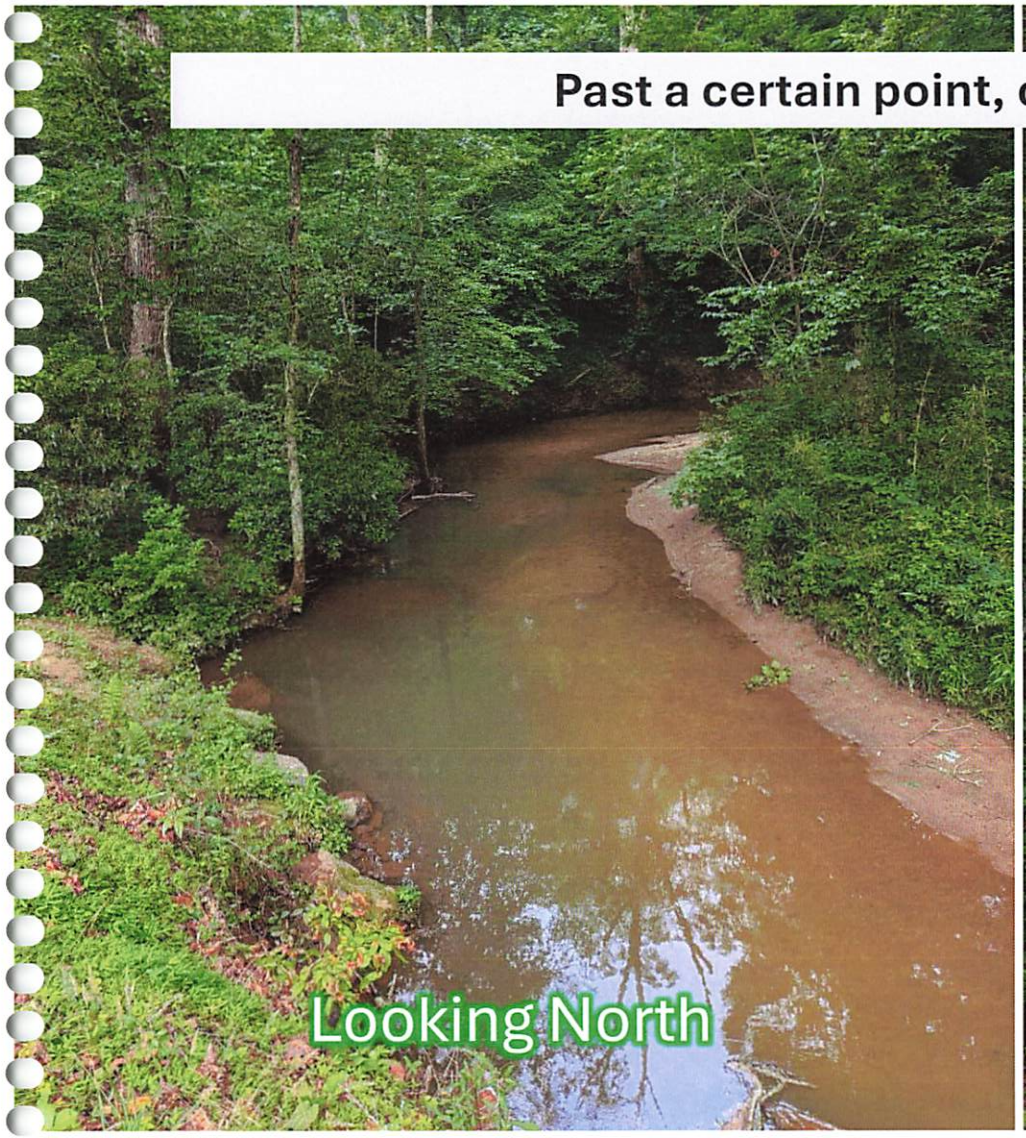
This is a photo of the Yellow Creek wetlands area, taken 7/15/2025.
A canoe tour is highly recommended.
The Yellow Creek Wetlands are a rare gem in Hall County.

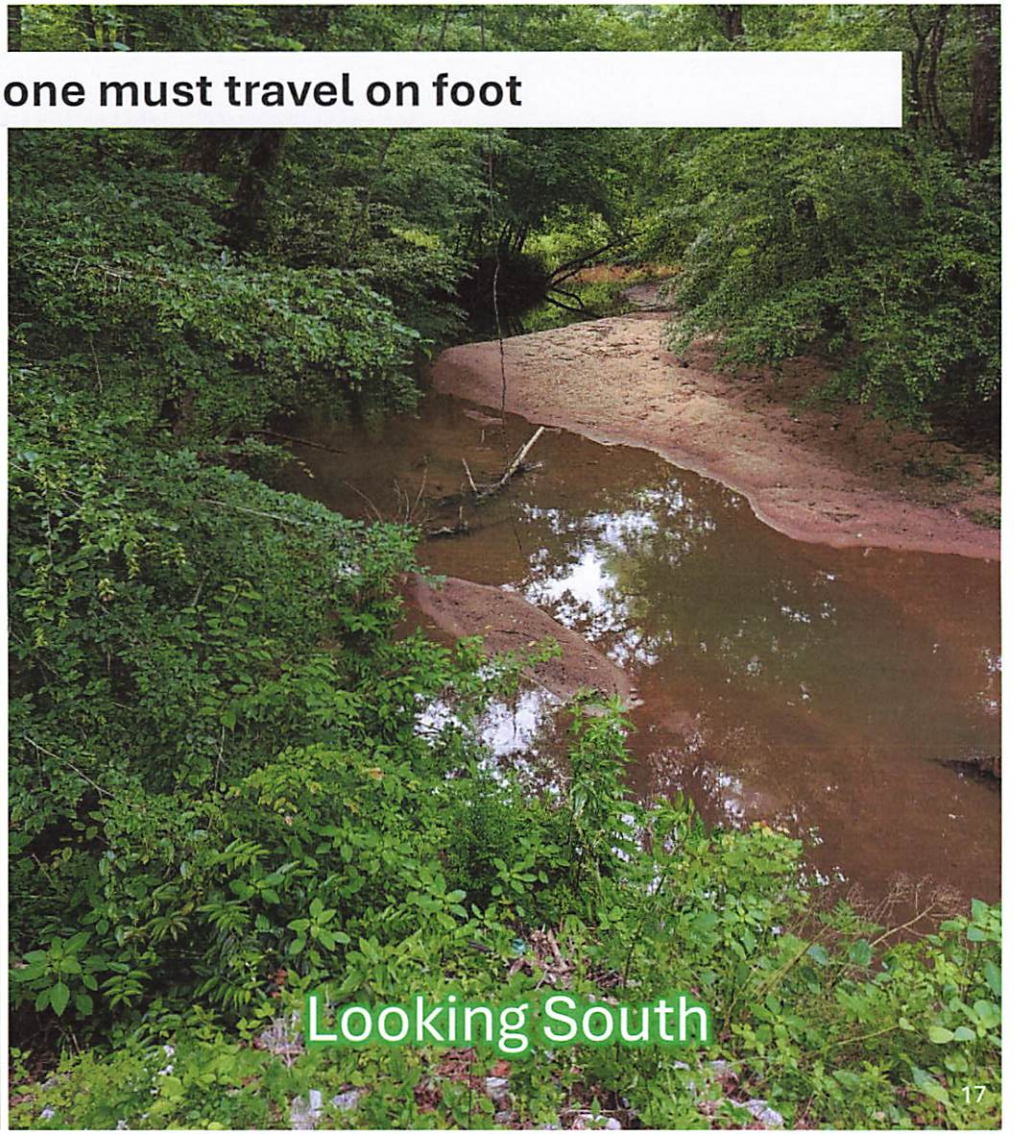






## Past a certain point, one must travel on foot



As a professional courtesy, please recognize

Dr. Courtney St. John-Wacker

as the final speaker.

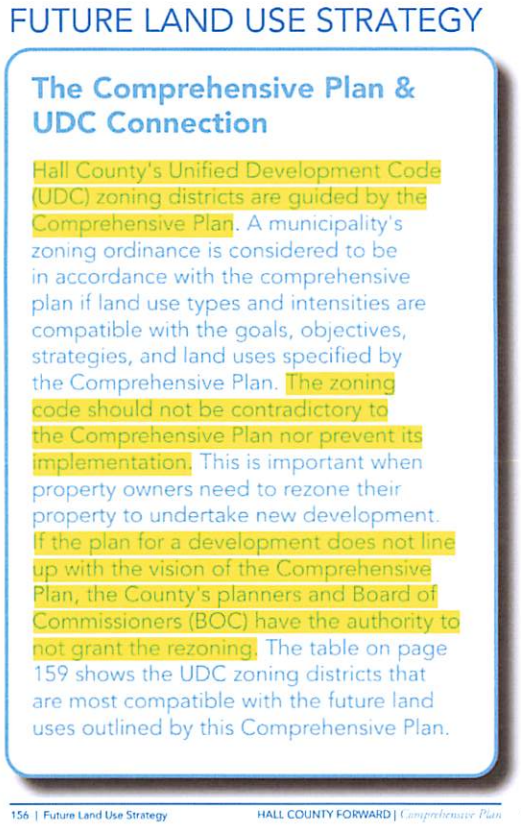
Summary and Closing

The Comprehensive Plan, particularly the Character Areas and Future Land Use Strategy sections are unambiguous that the appropriate, compatible and consistent zoning for this property is as already defined in the Comprehensive Plan: AR-1, Rural Neighborhood with a Greenspace Overlay. Not PRD, and NOT R-1L.

This is especially immutable given the property encompasses the unimpaired headwaters and watershed of the Yellow Creek and its immediately downstream wetlands, with designation and protection noted in the Comprehensive Plan. (as *Speaker 3, Chuck Andrews elaborated*)

**43 Citations** in the Comprehensive Plan and UDC alone support the retention of AR-1, Rural Neighborhood, Greenspace Overlay, Wetlands Protection and preservation of our Rural Character; irrespective of supportive GA EPD, USACOE and US EPA direction and regulation.

1. O.C.G.A. § 36-66-1 - 5.1 and The Comprehensive Plan establish the authority and supremacy of the BOCC overall, and the supremacy of the Comprehensive Plan over the UDC.
   - **One** Citation, shown at right, p 156
   - 'The UDC tail does not wag the dog,' i.e. the UDC is in service to the Comprehensive Plan and the BOCC, not the reverse.
   - Additionally, Applicant did not own the property at the time of the original filing for rezoning, and there are therefore certain reductions to their standing in this matter.
2. Maintaining Rural Character/ Consistency with nature of existing Community Development
   - **SIXTEEN** Relevant Citations
   - pp 4,9,10,28,33,46,120,121,137,138,139,142,143,159,156,174
3. Preserving and Protecting Wetlands/ Streams/ Natural Resources/ Greenspace
   - **EIGHTEEN Relevant Citations**
   - Pp 4, 9,17, 29, 60, 89, 90, 91, 101, 128, 142, 150, 160, 168, 175, 176, 216, 231
4. Foundational Nature of Community Input, which we continue to provide
   - **Two** Relevant Citations, Pp 9, 104
5. AR-1/ Rural Neighborhood with Greenspace Overlay restrictions is in place.
   - **SIX** Relevant Citations
   - UDC, Sec 3.2, 4.2, 8.3, 8.3.4, 9.8.2, et al
6. Plus, a score of other direct references to Community Input in the Comprehensive Plan


FUTURE LAND USE STRATEGY

The Comprehensive Plan & UDC Connection

Hall County's Unified Development Code (UDC) zoning districts are guided by the Comprehensive Plan. A municipality's zoning ordinance is considered to be in accordance with the comprehensive plan if land use types and intensities are compatible with the goals, objectives, strategies, and land uses specified by the Comprehensive Plan. The zoning code should not be contradictory to the Comprehensive Plan nor prevent its implementation. This is important when property owners need to rezone their property to undertake new development. If the plan for a development does not line up with the vision of the Comprehensive Plan, the County's planners and Board of Commissioners (BOC) have the authority to not grant the rezoning. The table on page 159 shows the UDC zoning districts that are most compatible with the future land uses outlined by this Comprehensive Plan.

156 | Future Land Use Strategy HALL COUNTY FORWARD | *Comprehensive Plan*

The Cook development plan is not a bad plan but should be built in an area that supports it and is in fact consistent with the Comprehensive Plan – such as proximal to the identified development corridors along Highway 60 and the Sardis Connector, **NOT** an area slated to remain rural in character and reality.

When a development plan is submitted consistent with the Comprehensive Plan, we recommend the County require AR-1, Rural Neighborhood, Greenspace Overlay per the Comprehensive Plan, **with** appropriately large lots, in character with the 9.4-acre proximal lot size average, plus substantial dedicated greenspace, 100' streambed buffers (100' buffers are mentioned in the Comprehensive Plan) and limiting the number of homes; these actions taken to deliberately pre-empt storm runoff and pollution damage to an authentically sensitive and unimpaired aquatic wetlands area.

Per the GA EPD "the goal is to ensure that development does not cause the unimpaired stream to become impaired in the first place."

> GREENSPACE
>
> "It is understood that large-lot single-family houses in rural setting are going to be the preferred development pattern in some areas, namely … Murrayville/Sardis. However [examples shown]… with trade-offs … demonstrate[s] **rural development can't happen in some areas without building higher densities in other areas to support it**. [**emphasis** Hall] {highlights YCCC}
>
> P 137 Comprehensive Plan

# We and the Yellow Creek Community Thank You

Yellow Creek Wetlands, 7/15/2025

**Print**

## Board of Commissioners Voting Meeting Comments - July 24, 2025 - Submission #120419

**Date Submitted: 7/23/2025**

Comments completed in the form below will be submitted into the record for the July 24, 2025 Voting Meeting of the Hall County Board of Commissioners.

**First Name***

Austin

**Last Name***

Logan

**Address1***

7736 Barkers Bend Drive

**Address2**

**City***

Murrayville

**State***

GA

**Zip***

30564

**Item for Comment***

6266 Yellow Creek Road | Rezone

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

**Your Comments***

Opposed to the rezoning request. Requested rezoning is inconsistent with rural area development within several miles of radius. Surrounding roads are traffic controlled, graded, or shouldered for the increased traffic that would result from the rezoning.

Please write your comments in the box above.

**File Upload**

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

**Follow-up Communication**

austinwynnelogan@yahoo.com

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.

# AGENDA ITEM

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

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**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 481/2025

**SUBJECT:** **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | Commission District 3 | **Degaria Dowdy, applicant** Note: Tabled at the July 24, 2025 Voting Meeting until the August 14, 2025 Voting Meeting.

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## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BG
**Recommendation:**

Approval, with conditions

1. Development is approved as generally shown on the site plan dated March 27, 2025, and described in the supplemental project narrative dated April 03, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.
3. No variances to Gateway Corridor Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.
4. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.
6. Any future improvements or development on the property shall be brought into compliance with the Hall County Unified Development Code. All proposed work must be submitted for review, and the appropriate permits shall be obtained prior to any construction.
7. No outdoor operations beyond loading and unloading of trucks shall be permitted on site. All operations shall be completely contained within the structure.
8. No outdoor storage shall be permitted per the Gateway Corridor Overlay District (GCOD) standards.
9. The following uses shall not be allowed:
    a. Adult establishments
    b. Funeral homes
    c. Crematorium
    d. Psychic or fortune teller
    e. Pawn shop or pawn broker
    f. Smoke or vape shop
    g. Truck stop

**Purpose of Request:**

**2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | Commission District 3 | **Degaria Dowdy, applicant**

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application

Narrative
Site Plan
Plat
Maps
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign
Request to Table

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GAINESVILLE, GA 30503

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PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government
PLANNING AND ZONING

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** July 7, 2025

**Subject:** **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 **| Proposed use: Repackaging of processed animal products| DeGaria Dowdy, applicant**

---

The request before you is from Degaria Dowdy to rezone from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) for repackaging of processed animal products. This item is located within Commission District 3.

At their June 16, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with nine (9) conditions (4-0, Varner absent).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the Employment or Business Nodes and Corridors future land use classification within the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **no one spoke during the public hearing.**

**Planning Commission Conditions:**

1. Development is approved as generally shown on the site plan dated March 27, 2025, and described in the supplemental project narrative dated April 03, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. No variances to Gateway Corridor Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.

4. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

6. Any future improvements or development on the property shall be brought into compliance with the Hall County Unified Development Code. All proposed work must be submitted for review, and the appropriate permits shall be obtained prior to any construction.

7. No outdoor operations beyond loading and unloading of trucks shall be permitted on site. All operations shall be completely contained within the structure.

8. No outdoor storage shall be permitted per the Gateway Corridor Overlay District (GCOD) standards.

9. The following uses shall not be allowed:

    a. Adult establishments
    b. Funeral homes
    c. Crematorium
    d. Psychic or fortune teller
    e. Pawn shop or pawn broker
    f. Smoke or vape shop
    g. Truck stop

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Degaria Dowdy

**Request** ..... **Rezone** | from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2)

**Proposed Use** ..... Repackaging of processed animal products

**Size** ..... 4.42± acres

**Zoning** ..... Current: Light Industrial (I-1) and Agricultural Residential 1 (AR-1) | Proposed: Heavy Industrial (I-2)

**Location** ..... **2620 & 2634 Barrett Road** | Tax Parcels 15023A000037 & 15023A000007

**Commission District** ..... Three

**Planning Commission Date** ..... June 16, 2025

**Staff Recommendation** ..... **Approval, with conditions,** as the proposed use is consistent with the Employment or Business Nodes & Corridors future land use classification within the Comprehensive Plan.

**Record Number**..... HZON25-0023

**Planning Commission Recommendation**..... **Approval, with conditions**

**Vote: 4-0 (Varner absent)**

***Planning Commission Conditions:***

1. Development is approved as generally shown on the site plan dated March 27, 2025, and described in the supplemental project narrative dated April 03, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. No variances to Gateway Corridor Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.

4. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

6. Any future improvements or development on the property shall be brought into compliance with the Hall County Unified Development Code. All proposed work must be submitted for review, and the appropriate permits shall be obtained prior to any construction.

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    a. Adult establishments
    b. Funeral homes
    c. Crematorium
    d. Psychic or fortune teller
    e. Pawn shop or pawn broker
    f. Smoke or vape shop
    g. Truck stop

**Excerpts from the minutes of the June 16, 2025 meeting**

***Applicant's Presentation:***

**Vamsee Polamarasetty, Planner,** presented a summary of the request.

**DeGaria Dowdy, 607 Gordon Street, Jefferson,** presented the request. The applicant is requesting to rezone a 4.42± acre tract from Light Industrial (I-1) and Agricultural Residential I (AR-I) to Heavy Industrial (I-2) to allow for the repackaging of processed animal products. The subject property is located within the Gateway Corridor Overlay District (GCOD) and is currently developed with approximately 47,082 square feet of existing metal buildings, including two warehouses and an office building constructed in 1969 and 1987.

***Public Forum:***

*There were no comments in support or opposition.*

***Motion: A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 4-0 (Varner absent)***

Conditions:

1. Development is approved as generally shown on the site plan dated March 27, 2025, and described in the supplemental project narrative dated April 03, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. No variances to Gateway Corridor Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.

4. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

5. All conditions of zoning shall be made as part of any plats or construction plans created for the property.

6. Any future improvements or development on the property shall be brought into compliance with the Hall County Unified Development Code. All proposed work must be submitted for review, and the appropriate permits shall be obtained prior to any construction.

7. No outdoor operations beyond loading and unloading of trucks shall be permitted on site. All operations shall be completely contained within the structure.

8. No outdoor storage shall be permitted per the Gateway Corridor Overlay District (GCOD) standards.

9. The following uses shall not be allowed:
    a. Adult establishments
    b. Funeral homes
    c. Crematorium
    d. Psychic or fortune teller
    e. Pawn shop or pawn broker
    f. Smoke or vape shop
    g. Truck stop

**Staff recommends APPROVAL of the applicant's requests with the following conditions:**

1. Development is approved as generally shown on the site plan dated March 27, 2025, and described in the supplemental project narrative dated April 03, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. Access to the property shall be approved by the Georgia Department of Transportation. The developer shall be responsible for all costs associated with improvements necessary for access to the development.

3. No variances to Gateway Corridor Overlay District (GCOD) standards and no additional variances or development exceptions are granted as part of this request that are not explicitly granted herein.

4. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

5. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

---

**Summary Analysis**

The applicant is requesting to rezone a 4.42± acre tract from Light Industrial (I-1) and Agricultural Residential I (AR-I) to Heavy Industrial (I-2) to allow for the repackaging of processed animal products.

The subject property is located within the Gateway Corridor Overlay District (GCOD) and is currently developed with approximately 47,082 square feet of existing metal buildings, including two warehouses and an office building constructed in 1969 and 1987.

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (AR-1) and Office & Institutional (O-I): vacant
South: Agricultural Residential 1 (AR-1): single-family residences (Sherwood Forest Subdivision)
East: Light Industrial (I-1): gas holding tanks
Planned Industrial Development (PID): vacant
West: Agricultural Residential 1 (AR-1): single-family residences

The applicant is requesting to rezone the subject parcels to allow for the repackaging and handling of processed animal products, primarily poultry. The combined development site consists of approximately 4.42± acres. The narrative states that the location and existing infrastructure make the property well-suited for the proposed use.

The proposed use will operate within two warehouses and an office building, and will utilize the existing infrastructure along with existing connections to public water service and an on-site septic system. No

renovations or alterations to the existing buildings or the development site are proposed as part of this request.

The existing development standards for the project are identified in the table below and are compared to the GCOD requirements (6.2):

**GCOD Analysis**

| Standard | Proposed Work | Notes | Compliance |
|---|---|---|---|
| **6.2.5.A**.– Transitional buffers | The developed portion of the site is approximately 30 feet from the property zoned Agricultural Residential 1 (AR-1). | A 50-foot transitional buffer is required adjacent to residential property. Buffers shall comply with GCOD standards. | Deficient |
| **6.2.5.B.1** – Additional Landscape and Screening | None | Shrubs must be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas. Foundation plantings may be clustered to provide visual interest. | Deficient |
| **6.2.5.B.2** – Additional Landscape and Screening | None | Along each street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities. | Deficient |
| **6.2.5.C.1** – Parking Lot Design -Required # of Parking Spaces | The submitted site plan shows 59 existing parking spaces on site; only 15 are required. | Off-street parking space calculations are governed by Sec. 8.1 of the UDC.<br><br>The maximum number of parking spaces that may be constructed on impervious surfaces may be no more than 125 percent of the minimum number of parking spaces required in Sec. 8.1. | Deficient |

| | | | |
|---|---|---|---|
| **6.2.5.C.2.e –** Parking Lot Design - Location | Existing parking is located along the front of the property. | Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street. | Deficient |
| **6.2.5.D** – Outdoor lighting | Unknown | Shall comply with GCOD standards. | Unknown |
| **6.2.6** - Architectural Standards | Metal Buildings | Architectural metal panels are restricted to no more than 50 percent of the surface area of each side of a building. | Deficient |
| **6.2.7** – Signs | Unknown | Signage shall comply with GCOD standards. | Unknown |

**Based on the future land-use plan, staff finds the request *is consistent* with the Comprehensive Plan and future land use designation of Employment or Business Nodes & Corridors.** These areas could consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. They may also consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and some higher density residential, where appropriate.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

**a.** Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed Heavy Industrial (I-2) zoning district is consistent with the use, development, and zoning of adjacent and nearby properties.**

**b.** Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed rezoning should not adversely affect the existing use or usability of adjacent properties.**

**c.** Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

**d.** Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed rezoning is not expected to cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service. The property is served by on-site septic and City of Gainesville public water.**

**e.** Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the future land use designation of "Business & Employment Nodes and Corridors" which may consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. They may also consist of higher-intensity commercial uses, low-intensity, consumer-facing industrial uses that house businesses that serve nearby communities, and some higher density residential, where appropriate.**

**f.** The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

**g.** 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.**

**h.** 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.**

**i.** 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 approximately 47,082 square feet of commercial space, including two warehouses and an office building constructed in 1969 and 1987.**

**j.** 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; **Staff is not aware of any changing conditions affecting the use or development of the property.**

**k.** Whether the change would create an isolated district unrelated to the surrounding districts; **While the proposed rezoning to I-2 would create a distinct zoning district, it would not be considered isolated in context. Surrounding properties are zoned Planned Industrial Development (PID), Office Institutional (O-I), and Light Industrial (I-1), with an existing Heavy Industrial (I-2) district located in proximity. As such, the proposed zoning is generally compatible with the existing zoning pattern and is not anticipated to conflict with the surrounding development character.**

**l.** 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.**

**m.** 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.**

**n.** Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county currently zoned for Heavy Industrial (I-2) uses; however, the applicant is seeking to establish the proposed use at the subject property, which is currently zoned Light Industrial (I-1). Rezoning to I-2 is necessary in order to accommodate the intended use of the repackaging of processed animal products.**

**o.** Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for rezoning could not be handled alternatively as a variance.**

**p.** 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.**

**q.** 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.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request.**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated May 13, 2025, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process."

**Georgia Department of Transportation**
In an email dated May 8, 2025, Nakia Nembhard Civil Engineer 3, stated that GDOT coordination is required.

**Hall County Public Works and Utilities**
In a memorandum from Public Works and Utilities dated May 16, 2025, Director Bill Nash stated the following:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

**Traffic:**
Driveways will need to meet County industrial standards

**Utilities:**
No sanitary sewer service in area. Hall County/Gainesville shared service area.

**Hall County Fire Marshal**
In an email dated May 9, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated,
"Hall County Fire Marshal's comments:

According to the Survey buildings 2620 and 2634 are classified as warehouses which would be classified according to Life Safety Code as Storage, the change of use will be to food handling and packaging which would be classified as industrial. Life Safety Code Section 43.7 Change of Use and Occupancy Classification requires all buildings to meet current fire code for the occupancy classification that the buildings will be used for, such as but not limited to the following 1) Installation of a fire protection system 2) Installation of a fire alarm system. 3) All 3 buildings will be required to meet the life safety code requirements of the occupancy that they are classified as before a passing life safety report will be issued. 4) ERRCS emergency responder radio communication system testing will be required in all 3 buildings to determine the emergency radio strength inside the structure. 5) Before any site development or building reconstruction occurs engineered / architectural plans will have to be submitted for review."

PLANNING AND DEVELOPMENT DEPARTMENT
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# ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Degaria Dowdy

PO Box 148, Jefferson, GA 30549

Phone 706-664-1377

Email Address degaria@hotspotcleaning.com

**Property Owner (Name & Mailing Address)**

WESTCROFT PROPERTIES L.L.C. - David Li

P.O. BOX 2091, Roswell, GA 30077

Phone 706-664-1377

Email Address degaria@hotspotcleaning.com

Proposed Use Change of business conducted in the existing warehouses. From staffing solutions to food handling and packaging

**Contact Person (Name & Mailing Address)**

Degaria Dowdy

PO Box 148, Jefferson, GA 30549

Phone 706-664-1377

Email Address degaria@hotspotcleaning.com

**Status of Applicant**

- [X] Owner
- [ ] Option to Purchase
- [ ] Area Resident
- [ ] Other

**Requested Action**

Existing Zoning: I-1

Rezone to: I-2

Fee:$_____

Receipt #: _____

Check #: _____

Tax Parcel Number 15023A000007 & 15023A000037 Acreage 4.42

Location Address 2620 & 2634 Barrett Road, Gainesville, GA 30507

**I hereby certify that the above information and all attached information are true and correct.**

Sign _____ Date: April 4, 2025

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT

HALL COUNTY

## AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) WESTCROFT PROPERTIES L.L.C.

Address P.O. BOX 2091, Roswell, GA 30077

Phone Number 706-664-1377

Name of applicant(s) Degaria Dowdy

Address PO Box 148, Jefferson, GA 30549

Phone Number 706-664-1377

---

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person 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 before me

Brittany Cheyenne Shullaw

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

4/4/2025
Date

BRITTANY CHEYENNE SHULLAW NOTARY PUBLIC JACKSON COUNTY, GEORGIA MY COMMISSION EXPIRES JANUARY 06, 2026

Revised December 2019

# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

## BUSINESS SEARCH

### BUSINESS INFORMATION

| | | | |
|---|---|---|---|
| Business Name: | **WESTCROFT PROPERTIES L.L.C.** | Control Number: | **12063450** |
| Business Type: | **Domestic Limited Liability Company** | Business Status: | **Active/Compliance** |
| Business Purpose: | **NONE** | | |
| Principal Office Address: | **1065 Westcroft Ln, Roswell, GA, 30075** | Date of Formation / Registration Date: | **8/6/2012** |
| State of Formation: | **Georgia** | Last Annual Registration Year: | **2025** |

### REGISTERED AGENT INFORMATION

| | |
|---|---|
| Registered Agent Name: | **LI, YONGHUI** |
| Physical Address: | **1065 Westcroft Ln, Roswell, GA, 30075, USA** |
| County: | **Fulton** |

Back

Filing History Name History

Return to Business Search


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Report a Problem?

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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 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:

I have**____ I have not ✓____

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** Degaria Dowdy **Date:** April 8, 2025

**Applicant's/Owner's Name (Printed):** Degaria Dowdy

PLANNING AND DEVELOPMENT DEPARTMENT
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(3) The name and official position of the local government official to whom the campaign contribution was made; and

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---

I hereby certify that I have read the above and that:

I have** ○ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** April 4th, 2025

**Applicant's/Owner's Name (Printed):** WESTCROFT PROPERTIES,LLC. - David Li

DES | DAVIS ENGINEERING & SURVEYING
Est. 2009
CIVIL ENGINEERING | LAND SURVEYING | CONSTRUCTION LAYOUT

April 3, 2025

Hall County Planning & Zoning
P.O. Drawer 1435
Gainesville, GA 30503

RE: Letter of Intent – Rezoning Application for 2620 & 2634 Barrett Road, Gainesville, GA 30507

To Whom It May Concern,

This letter serves as a formal statement of intent to request the rezoning of the property located at 2620 & 2634 Barrett Road, Gainesville, GA 30507, with parcel numbers 15023A000007 & 15023A000037. The properties encompass approximately 4.42 acres and are currently zoned as Light Industrial (I-1). The request is to rezone the property to Heavy Industrial (I-2) to support the proposed development of a food packaging and handling facility. The subject properties currently have warehouses used for staffing solutions for poultry companies. The property is positioned to support the proposed rezoning request due to the change of business that will be conducted in the warehouses, from staffing solutions to food handling and packaging.

The request to rezone the property to Heavy Industrial (I-2) is justified by several factors. The proposed development aligns with Hall County's Comprehensive Plan, which designates this area for industrial use. The transition to I-2 zoning supports the plan's objectives to promote industrial growth in appropriate areas, fostering economic development. The property's location and existing infrastructure make it well-suited for the intended food packaging and handling operations. The I-2 zoning designation permits such uses, ensuring compliance with county regulations while maintaining responsible land use. The establishment of a food packaging and handling facility will contribute to local economic growth by creating job opportunities and strengthening the poultry industry's supply chain.

We are confident that the proposed rezoning and development will provide significant benefits to the community by addressing local economic needs and enhancing the industrial landscape of the area. We are committed to working collaboratively with Hall County Planning & Zoning and engaging with stakeholders to address any concerns that may arise during the review process.

Thank you for considering this application. We welcome the opportunity to discuss the proposal in more detail and provide any additional information as needed. Please feel free to contact us at 706.265.1234 or submittals@davisengineers.com.

Sincerely,

*Austin McKinney*

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

## ~ZONING INFORMATION~

COUNTY: HALL
ZONE: I-1
SETBACK REQUIREMENTS:
MINIMUM LOT FRONTAGE: 100 FEET
FRONT: 50 FEET
REAR: 20 FEET
SIDE: 20 FEET

## ~FLOOD NOTE~

BASED ON AN INTERPRETATION OF FLOOD INSURANCE RATE MAP NO. 13139C0195H, EFFECTIVE DATE 12/01/2022, THIS SITE IS NOT LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA, IF THE ACCURATE LOCATION AND/OR ELEVATION OF THE FLOOD HAZARD IS REQUIRED A DETAILED STUDY MAY BE NECESSARY.

TOTAL AREA
4.42 ACRES

GRID NORTH
SRC - GA WEST ZONE

LOCATION MAP
(NOT TO SCALE)

## ~SURVEY NOTES~

FIELD MEASUREMENTS WERE TAKEN WITH A LEICA GS18 DUAL FREQUENCY GNSS RECEIVER, USING AN RTK CONNECTION TO AN ON SITE LEICA GS18 BASE STATION. FIELD DATA HAS A RELATIVE POSITIONAL ACCURACY OF 0.1'.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO HAVE A PRECISION OF 1 FOOT IN 282,324 FEET.

THIS PLAT DOES NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS A TITLE SEARCH OR REPORT, AND THUS MAY BE SUBJECT TO ANY EASEMENTS, RIGHT OF WAY OR RESTRICTIONS ONE MAY FIND.

STATEMENT OF LIMITATIONS: THE UNDERSIGNED ASSUMES NO RESPONSIBILITY OR LIABILITY FOR STATEMENTS OR CERTIFICATIONS MADE OR IMPLIED ON THIS DOCUMENT OR PLAT EXCEPT THOSE SPECIFICALLY DEFINED BY THE LAWS OF THE STATE OF GEORGIA AND THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AS BEING WITHIN THE SCOPE OF TRAINING, EDUCATION, EXPERIENCE AND EXPERTISE NECESSARY FOR PRACTICE AS A REGISTERED LAND SURVEYOR.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED ON THIS PLAT.

THIS DOES NOT EXTEND TO ANY UNNAMED THIRD PARTY WITHOUT AN EXPRESSED RESTATEMENT BY THE SURVEYOR.

TYPE OF SURVEY: RETRACEMENT

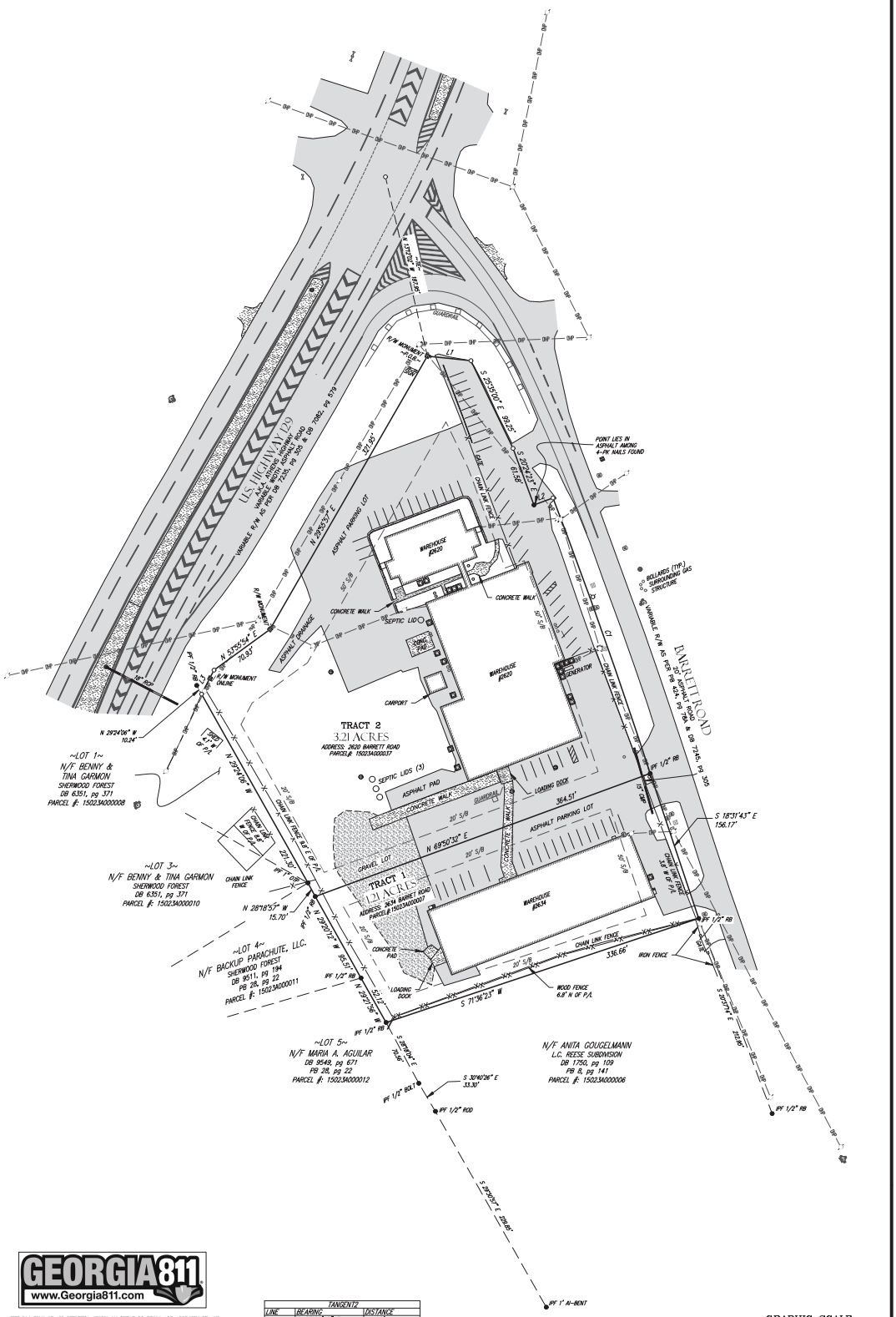
SOURCE OF TITLE DESCRIPTION FOR PROPERTY SHOWN HEREON:
DB 830B, pg 390

PROPERTY OWNERS AS OF SURVEY DATE:
WESTCROFT PROPERTIES, LLC.

PARCEL NUMBER: 15023A000007 & 15023A000037

## ~LEGEND~

| | | | |
|---|---|---|---|
| O | CALCULATED POSITION | ☼ | LIGHTPOLE |
| ● | IRON PIN FOUND/SET (IPF/IPS) | ◯ | PROPANE TANK |
| ▣ | MONUMENT | HV | HVAC |
| ℄ | CENTERLINE | GM | GAS METER |
| N/F | NOW OR FORMERLY | CI | CURB INLET CI |
| DB | DEED BOOK | DI | DROP INLET DI |
| PB | PLAT BOOK | SMH | SANITARY SEWER MANHOLE (SSMH) |
| PG | PAGE | HDPE | HIGH DENSITY POLYETHYLENE PIPE |
| P/L | PROPERTY LINE | CMP | CORRUGATED METAL PIPE |
| RB | REBAR | CPP | CRIMPED TOP PIPE |
| CTP | CRIMPED TOP PIPE | OCS | OUTLET CONTROL STRUCTURE |
| NSB | NAIL SET AT BASE | | (ALL IPS ARE 1/2" RB "CAPPED" UNLESS OTHERWISE LABELED) |
| OTP | OPEN TOP PIPE | | |
| SR | SOLID ROD | | |
| AE | ACCESS EASEMENT | | ADJOINER |
| UE | UTILITY EASEMENT | | LAND LOT LINE (L.L.L.) |
| ☎ | TELEPHONE PED. (T.P.) | | RIGHT OF WAY (R/W) |
| ◆ | FIRE HYDRANT (FH) | -X-X- | FENCE |
| ⊗ | WELL | -OHP- | OVERHEAD POWER |
| [M] | WATER METER | -GAS- | GAS LINE |
| WV | WATER VALVE (WV) | -SS- | SEWER LINE |
| [ ] | POWER BOX (PBX) | -W- | WATER LINE |
| | POWER POLE (PP) | | STORM WATER PIPE |




## ~SURVEYOR CERTIFICATION~

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DUSTY L. LOWMAN PLS# 3216

GEORGIA REGISTERED NO. 3216 DUSTY L. LOWMAN

GEORGIA811
www.Georgia811.com

THE LOCATION OF ALL UTILITIES SHOWN ON THESE DRAWINGS ARE APPROXIMATE AND WERE OBTAINED FROM OBSERVATIONS AT THE SITE AND/OR FROM INFORMATION PROVIDED BY THE PROPERTY OR UTILITY OWNERS. DAVIS ENGINEERING & SURVEYING, LLC DOES NOT GUARANTEE THAT THE LOCATIONS SHOWN ARE EXACT AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATIONS OF ALL EXISTING UTILITIES, TO NOTIFY UTILITY OWNERS PRIOR TO CONSTRUCTION, AND TO COORDINATE THE RELOCATION OF ALL THE UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE DRAWINGS.

| TANGENT2 | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S 83°52'47" E | 44.80' |
| L2 | N 69°35'56" E | 20.68' |
| L3 | N 27°27'19" E | 27.59' |

| CURVE | CHORD BEARING | CHORD LENGTH | RADIUS | ARC LENGTH |
|---|---|---|---|---|
| C1 | S 19°26'12" E | 298.46' | 6160.50' | 298.49' |

GRAPHIC SCALE
0 50 100 150
( IN FEET )
1 inch = 50 ft.

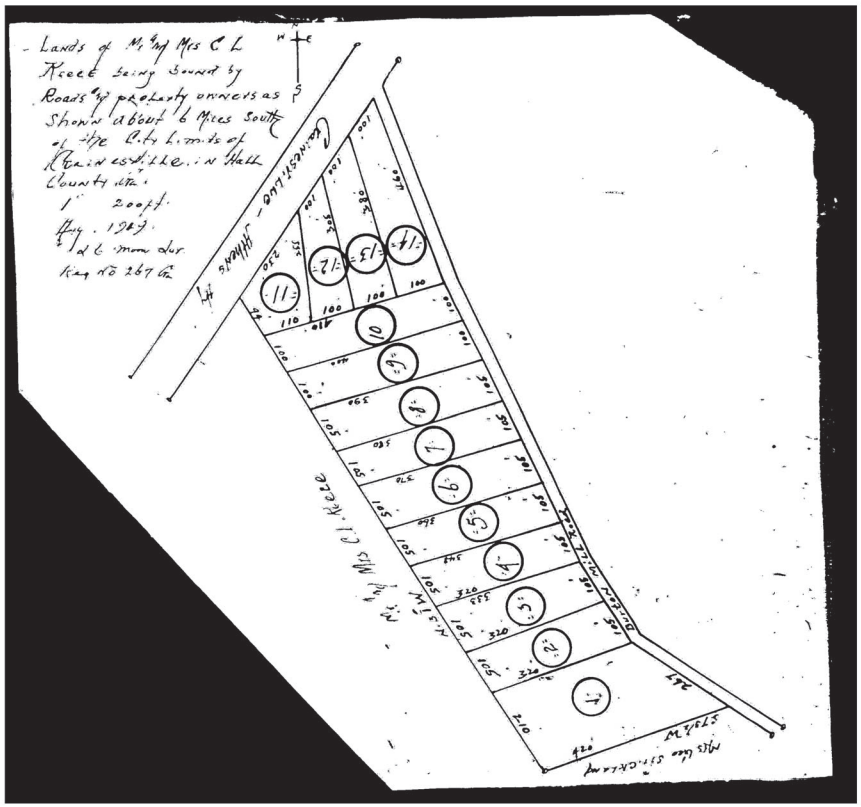
CERTIFICATE OF AUTHORIZATION NUMBER: LSF 001057

SHEET NO. 1 OF 1
PROJECT NO. 25-125

DRAWING BY: RAS
DRAWING DATE: 03/27/2025
FIELD CREW: BP
FIELD DATE: 03/13/2025
FILE: 25-125 R01.dwg

SURVEY FOR:
DAVID LI
G.M.D. 268
HALL COUNTY, GEORGIA

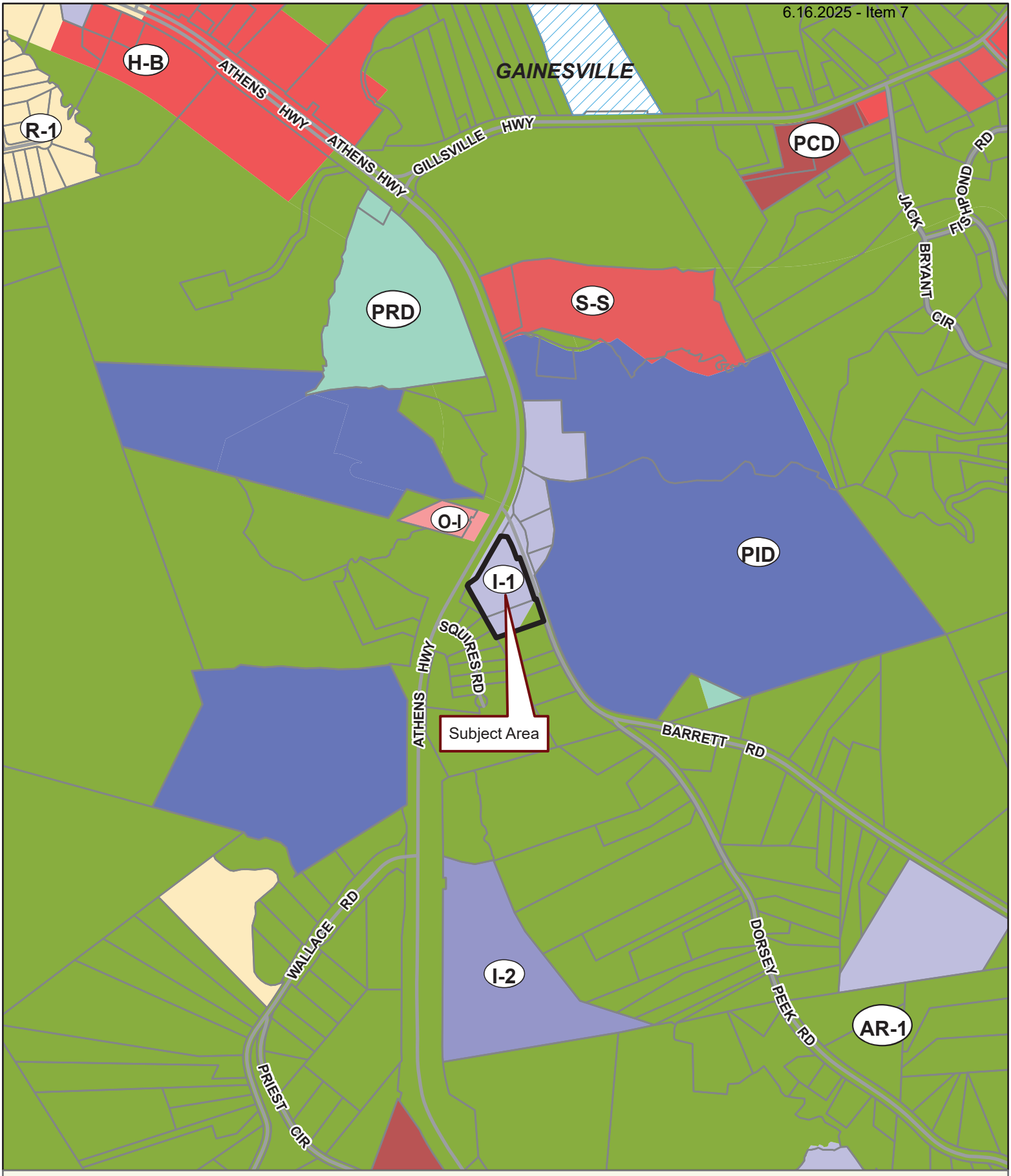
PREPARED BY
DES DAVIS
ENGINEERING & SURVEYING
24 DAWSON VILLAGE WAY SOUTH
DAWSONVILLE, GA 30534
PHONE: (706) 265-1234
DAVISENGINEERS.COM




Recorded October 11, 1949.

R.W. Smith, Clerk.

6.16.2025 - Item 7

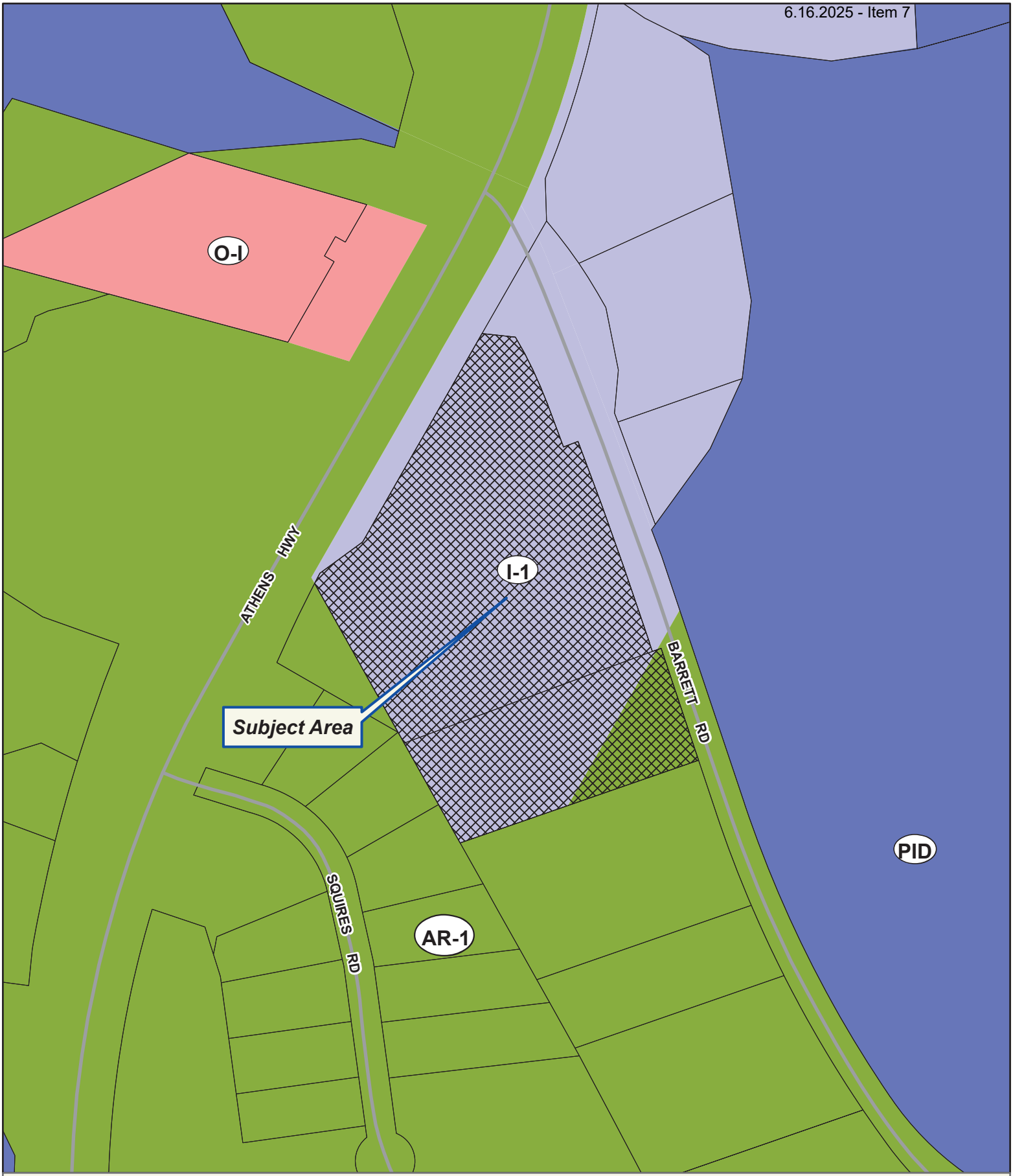



**Applicant:** DEGARIA DOWDY
**Tax Parcel #:** 15023A000037 & 15023A000007
**Location:** 2620 & 2634 BARRETT ROAD, GAINESVILLE GA 30507
**Commission District 3** **PC Mtg. Date: 06/16/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

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0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

**Applicant:** DEGARIA DOWDY
**Tax Parcel #:** 15023A000037 & 15023A000007
**Location:** 2620 & 2634 BARRETT ROAD, GAINESVILLE GA 30507
**Commission District 3** **PC Mtg. Date: 06/16/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N

FILED & RECORDED
DATE: 8/1/2019
TIME: 12:34PM
DEED BOOK: 8308
PAGES: 390-394
FILING FEES: $18.00
PT61: 069201900549O
TRANSFER TAX: $1,100.00
Recorded By: MT
Charles Baker, C.S.C.
Hall County, GA

**After recording return to:**

**Westcroft Properties, LLC**
**P.O. Box 2091**
**Roswell, Georgia 30077-2091**
**Attn: David Li**
William E Porter,P.C.
1835 Lockeway Drive
Suite 303
Alpharetta, GA 30004

**LIMITED WARRANTY DEED**

STATE OF Georgia
COUNTY OF Hall

THIS DEED is made the 31st day of July, in the year two thousand nineteen (2019) between National Auto Research Division of Hearst Business Media Corporation, as party of the first part, hereinafter called Grantor, and Westcroft Properties L.L.C., as party 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 Ten and No/100 ($10.00) Dollars, and other valuable consideration, in hand paid at and before the sealing and delivering of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, the following described property:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

TO HAVE AND TO HOLD the said property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the proper use, benefit and behoof of Grantee, subject only to those matters set forth in Exhibit "B" attached hereto and by this reference incorporated herein, forever in FEE SIMPLE.

AND Grantor will only warranty and forever defend the right and title to the Property unto Grantee against the claims of those persons claiming by, through or under Grantor only, but no others.

[*Remainder of page intentionally left blank*]

732795963.3

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

**GRANTOR:**

**National Auto Research Division of Hearst Business Media Corporation**

Unofficial Witness

By: _____
Name: Thomas D. Cross
Title: President

Notary Public
My Commission Expires: 11·16·2022

(Affix Notary Seal)

LORI J. HORSLEY
Notary Public, State of New York
No. 01HO6077703
Qualified in New York County
Commission Expires Nov. 16, 2022

Unofficial Witness

By: _____
Name: Todd Ladson
Title: Vice President, Finance

Notary Public
My Commission Expires: 11·16·2022

(Affix Notary Seal)

LORI J. HORSLEY
Notary Public, State of New York
No. 01HO6077703
Qualified in New York County
Commission Expires Nov. 16, 2022

[Signature Page to Limited Warranty Deed]

## EXHIBIT "B"

## PERMITTED TITLE EXCEPTIONS

1. Taxes and assessments for the year 2019 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.

2. Easements, liens or encumbrances, or claims thereof, not shown by the public records, unless grantor is a party.

3. Any minerals or mineral rights leased, granted or retained by prior owners.

4. Easements for drainage and maintenance as conveyed by Right of Way Deed from R. Banks and J.H. Redwine to State Highway Board of Georgia, and their successors, dated August _, 1927, filed for record December 16, 1927, and recorded in Deed Book 52, Page 552, Hall County, Georgia records.

5. Easements for drainage and maintenance as conveyed by Right of Way Deed from R. Banks to State Highway Board of Georgia, and their successors, dated June 4, 1937, filed for record June 29, 1937, and recorded in Deed Book 75, Page 356, aforesaid records.

6. Easement from R. Banks to Georgia Power Company, its successors and assigns, dated November 28, 1945, filed for record November 30, 1945, and recorded in Deed Book 100, Page 437, aforesaid records.

7. Perpetual Easement from W. W. Roberts to City of Gainesville, dated June 29, 1988, filed for record July 18, 1988, and recorded in Deed Book 1240, Page 323, aforesaid records.

8. Easements and limitations of access, as contained in Right of Way Deed from National Auto Research, division of Hearst Business Media Corporation (successor to National Auto Research Publication, Inc.) to Department of Transportation, and their successors, dated August 20, 2013, filed for record August 22, 2013, and recorded in Deed Book 7245, Page 305, aforesaid records.

9. Matters as shown on that certain plat recorded in Plat Book 8, Page 141, aforesaid records.

10. Matters as shown on that certain plat recorded in Plat Slide 424, Page 78A, aforesaid records.

11. Matters disclosed by that Survey for Westcroft Properties, L.L.C. prepared by Garmon Land Surveying, sealed and certified by Anthony P. Garmon, GRLS No. 3230 dated June 25, 2019.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

TRACT 1:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE TADMORE DISTRICT, NUMBER 268, HALL COUNTY, GEORGIA, AND BEING LOTS 8 AND A PORTION OF LOT 9, OF THE MR. AND MRS. C. L. REESE LANDS AND BEING 1.225 ACRES MORE OR LESS AS SHOWN BY PLAT FOR NATIONAL AUTO RESEARCH DIVISION HEARST BUSINESS MEDIA CORPORATION BY JOSH W. TRAWICK GRLS NO. 2974 DATED DECEMBER 9, 2004 AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEAST SIDE OF THE RIGHT OF WAY OF U.S. HIGHWAY 129 WITH THE SOUTHWEST SIDE OF THE RIGHT OF WAY OF BARRETT ROAD THENCE ALONG THE SOUTHWEST SIDE OF THE RIGHT OF WAY OF BARRETT ROAD 578.31 FEET TO A 1/2 INCH IRON PIN FOUND AND THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 19-59-28 EAST 33.51 FEET TO A POINT, THENCE ALONG THE ARC OF A CURVE AN ARC DISTANCE OF 122.77 FEET TO A 1/2 INCH IRON PIN FOUND (SAID CURVE HAVING A RADIUS OF 16999.42 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 20-11-53 EAST, A
CHORD DISTANCE OF 122.77 FEET), THENCE LEAVING SAID RIGHT OF WAY SOUTH 69-25-51 WEST 335.97 FEET TO AN IRON PIN SET, THENCE NORTH 31-01-32 WEST 150.68 FEET TO AN IRON PIN SET, THENCE NORTH 68-09-29 EAST 364.54 FEET TO A IN 1/2 INCH IRON PIN FOUND AND THE TRUE POINT OF BEGINNING.

TRACT 2:

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN GMD 268, HALL COUNTY, GEORGIA, AND BEING LOTS 10, 11, 12, 13, 14 AND A PORTION OF LOT 9, BEING 3.742 ACRES, L. C. REESE SUBDIVISION, AS SHOWN ON A SURVEY FOR NATIONAL AUTO RESEARCH DIVISION, HEARST BUSINESS MEDIA CORPORATION, SAID PLAT OF SURVEY PREPARED BY ROCHESTER & ASSOCIATES DATED DECEMBER 20, 1994, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION OF SUBJECT PROPERTY, AND WHICH PROPERTY IS MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF ATHENS HIGHWAY (U. S. ROUTE 129) (HAVING A 100-FOOT RIGHT OF WAY), SAID POINT BEING THE INTERSECTION OF THE RIGHTS OF WAY OF SAID ATHENS HIGHWAY AND BARRETT ROAD (HAVING A 60-FOOT RIGHT OF WAY); THENCE ALONG THE WESTERLY RIGHT OF WAY OF BARRETT ROAD AN ARC DISTANCE OF 548.14 FEET TO AN IRON PIN CORNER; SAID ARC HAVING A RADIUS OF 6,160.50 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 32 MINUTES 25 SECONDS EAST 547.96 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 19 DEGREES 59 MINUTES 28 SECONDS EAST 30.17 FEET TO A 1/2 INCH IRON PIN FOUND; THENCE SOUTH 68 DEGREES 09 MINUTES 29 SECONDS WEST 364.54 FEET TO AN IRON PIN CORNER; THENCE NORTH 31 DEGREES 01 MINUTE 32 SECONDS WEST 247.53 FEET TO A 3/4 INCH IRON PIN FOUND ALONG THE SOUTHEASTERLY RIGHT OF

WAY OF ATHENS HIGHWAY (U. S. ROUTE 129); THENCE NORTH 28 DEGREES 18 MINUTES 18 SECONDS EAST 470.67 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY AN ARC DISTANCE OF 49 FEET TO SAID POINT OF BEGINNING; SAID ARC HAVING A RADIUS OF 1,295 FEET AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 13 MINUTES 16 SECONDS EAST 49.00 FEET.

LESS AND EXCEPT ANY PORTION OF THE ABOVE TRACTS WHICH ARE DESCRIBED IN THE THREE RIGHT OF WAY DEEDS BELOW:

RIGHT OF WAY DEED FROM R. BANKS AND J. E. REDWINE TO STATE HIGHWAY BOARD OF GEORGIA, FILED DECEMBER 16, 1927, AND RECORDED IN DEED BOOK 52, PAGE 552, HALL COUNTY, GEORGIA RECORDS.

RIGHT OF WAY DEED FROM R. BANKS TO STATE HIGHWAY BOARD OF GEORGIA, DATED JUNE 4, 1937, AND RECORDED IN DEED BOOK 75, PAGE 356, HALL COUNTY, GEORGIA RECORDS.

RIGHT OF WAY DEED FROM W. W. ROBERTS TO HALL COUNTY, DATED APRIL 14, 1978, AND RECORDED IN DEED BOOK 656, PAGE 622, HALL COUNTY, GEORGIA RECORDS.

FURTHER LESS AND EXCEPT FROM TRACTS 1 AND 2, THAT CERTAIN TRACT OF LAND CONVEYED BY RIGHT OF WAY DEED FROM NATIONAL AUTO RESEARCH, DIVISION OF BUSINESS MEDIA CORPORATION, SUCCESSOR TO NATIONAL AUTO RESEARCH PUBLICATION, INC., TO DEPARTMENT OF TRANSPORTATION, DATED AUGUST 2, 2013, AND RECORDED IN DEED BOOK 7245, PAGE 305, HALL COUNTY, GEORGIA RECORDS.

**25-125-Parcel Numbers 15023A000007 and 15023A000037**

**TRACT 1-Parcel Number 15023A000007**

All that tract or parcel of land lying and being in G.M.D. 268, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a concrete right-of-way monument at the southwesterly mitered intersection of the rights-of-way of Barrett Road and U.S. Highway 129 (A.K.A. Athens Highway);

THENCE, along said mitered right-of-way, S83°52'47”E a distance of 44.80' to a point;

THENCE, along the westerly right-of-way of Barrett Road, S25°35'00”E a distance of 99.25' to a point;

THENCE, S20°24'23”E a distance of 61.58' to a point in the asphalt parking lot, among a group of four (4) pk nails;

THENCE, N69°35'36”E a distance of 20.68' to a point;

THENCE, along the arc of a curve to the right, with a length of 298.49’ and a radius of 6,160.50’, and having a chord bearing of S19°26'12”E, and a chord length of 298.46' to a 1/2" rebar, said 1/2” rebar being the POINT OF BEGINNING;

THENCE, S18°31'43”E a distance of 156.17' to a 1/2” rebar;

THENCE, leaving said right-of-way, S71°36'23”W a distance of 336.66' to a 1/2” rebar;

THENCE, N29°21'56”W a distance of 52.12’ to a 1/2” rebar;

THENCE, N29°20'12”W a distance of 95.51' to a 1/2” rebar found;

THENCE, N69°50'32"E a distance of 364.51’ to a 1/2” rebar on the westerly right-of-way of Barrett Road, said 1/2” rebar being the POINT OF BEGINNING.

Said property containing 1.21 acre.

**TRACT 2-Parcel Number 15023A000037**

All that tract or parcel of land lying and being in G.M.D. 268, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a concrete right-of-way monument at the southwesterly mitered intersection of the rights-of-way of Barrett Road and U.S. Highway 129 (A.K.A. Athens Highway);

THENCE, along said mitered right-of-way, S83°52'47”E a distance of 44.80' to a point;

THENCE, along the westerly right-of-way of Barrett Road, S25°35'00”E a distance of 99.25' to a point;

THENCE, S20°24'23”E a distance of 61.58' to a point in the asphalt parking lot, among a group of four (4) pk nails;

THENCE, N69°35'36”E a distance of 20.68' to a point;

THENCE, along the arc of a curve to the right, with a length of 298.49’ and a radius of 6,160.50’, and having a chord bearing of S19°26'12”E, and a chord length of 298.46' to a 1/2" rebar;

THENCE, leaving said right-of-way, S69°50'32”W a distance of 364.51’ to a 1/2” rebar;

THENCE, N28°18'57”W a distance of 15.70’ to a 1” open top pipe;

THENCE, N29°24'06”W a distance of 221.30’ to a point on the southeasterly right-of-way of U.S. Highway 129 (A.K.A. Athens Highway), referenced by a 1/2” rebar 10.24’ inside said right-of-way;

THENCE, along said right-of-way, N27°27'19”E a distance of 27.59’ to a point;

THENCE, N53°55'54”E a distance of 70.93’ to a concrete right-of-way monument;

THENCE, N29°55'57”E a distance of 321.95’ to a concrete right-of-way monument, said concrete right-of-way monument being the POINT OF BEGINNING.

Said property containing 3.21 acres.

Outlook

## HCPC Tentative Agenda 6.16.25

**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
**Date** Tue 5/13/2025 9:01 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Item 1, 5183 Glen Forrest Drive, Ozoemena: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 5235/5241 Winder Hwy, Genuine Mapping: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 3, 3654 Friendship Rd, Taylor Morrison: No comment. Public sewer.

Item 4, 3654 Thompson Bridge Rd, Fifth Third Bank: No comment. Public sewer.

Items 5A/B, 2978 Athens Hwy, Mistry: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 2620/2634 Barrett Rd, Dowdy: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 7, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

Item 8, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

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

Outlook

## RE: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

**From** Nembhard, Nakia L <NNembhard@dot.ga.gov>
**Date** Thu 5/8/2025 10:24 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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 morning,

1. No coordination with GDOT.
2. Will require GDOT coordination.
3. Will require GDOT coordination.
4. Will require GDOT coordination.
5. Will require GDOT coordination.
6. Will require GDOT coordination.
7. No coordination with GDOT.
8. No coordination with GDOT.

Thanks,

**Nakia Nembhard**
*Civil Engineer 3*

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, May 8, 2025 9:46 AM
**Subject:** Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

**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 Morning,

Here is the Tentative Agenda and Maps for the **June 16, 2025** 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 **Friday, May 16, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – June 2, 2025**

**NEW BUSINESS**

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 | **Genuine Mapping & Design c/o Ben Drerup**

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

   **(B) 2978 Athens Highway | Special Use |** for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, applicant**

*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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, July 24, 2025, 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, July 24, 2025. 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.

**Kaitlyn Elliott**

**Planning Commission Clerk**

**Hall County Community Development and Infrastructure**

(770) 531-6810 www.hallcounty.org

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GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** May 16, 2025

**Subject:** June 16, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 16, 2025 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** No sewer in area. Gainesville water

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 **| Genuine Mapping & Design c/o Ben Drerup**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
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.

b. **Traffic:** No comment
c. **Utilities:** Sanitary sewer is available to these via a force main on the south side of Winder Hwy. A pump station will be required.

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
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.
b. **Traffic:** No comment
c. **Utilities:** The new Friendship Road gravity sewer line runs through this property. It is available for connection.

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** No comment
c. **Utilities:** Gainesville sanitary sewer service area.

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

**(B) 2978 Athens Highway | Special Use |** for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit required for proposed Athens Hwy (SR 11/ US 129) access.
Proposed Baker Road access will need to meet Hall County commercial standards
c. **Utilities:** Sanitary sewer is only available at this site via a force main. A pump station will be required.

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Driveways will need to meet County industrial standards
c. **Utilities:** No sanitary sewer service in area. Hall County/Gainesville shared service area.

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, applicant**
9.

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

Outlook

## Fire Comments

**From** John Hornick (Fire Services) <jhornick@hallcounty.org>
**Date** Fri 5/9/2025 2:53 PM
**To** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>

**June 16, 2025** Hall County Planning Commission Meeting

1. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**
   Hall County Fire Marshal Comments:

   According to the Survey buildings 2620 and 2634 are classified as warehouses which would be classified according to Life Safety Code as Storage, the change of use will be to food handling and packaging which would be classified as industrial. Life Safety Code Section 43.7 Change of Use and Occupancy Classification requires all buildings to meet current fire code for the occupancy classification that the buildings will be used for, such as but not limited to the following 1) Installation of a fire protection system 2) Installation of a fire alarm system. 3) All 3 buildings will be required to meet the life safety code requirements of the occupancy that they are classified as before a passing life safety report will be issued. 4) ERRCS emergency responder radio communication system testing will be required in all 3 buildings to determine the emergency radio strength inside the structure. 5) Before any site development or building reconstruction occurs engineered / architectural plans will have to be submitted for review.

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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: DEGARIA DOWDY
REQUEST: REZONE FROM ~~A-1~~ & AR-1 TO ~~I-2~~ FOR REPACKGNG OF PROCESSED ANIMAL PRODUCTS
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: JUNE 16, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: AUG 14, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Jul 25, 2025 11:01:41
2620 Athens Highway
Gainesville
Hall County
Georgia

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

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## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAY 09, 2025 AND NO LATER THAN MAY 18, 2025.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAY 18, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

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## AFFIDAVIT

**By my signature, I,** DeSara Dowdy (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** May 13, 2025 (Date) for _____ (Name application filed as).

**Signature** DeSara Dowdy (The original document is required)

Revised September 2021

## Jennifer Rivera (Administration)

**From:** Beth Garmon (CDI: Planning)
**Sent:** Tuesday, July 22, 2025 2:47 PM
**To:** David Gibbs (County Commission); Kathy Cooper (County Commissioner); Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission)
**Cc:** Zachary Propes (Administration); John Gentry (Administration); Jennifer Rivera (Administration); Kaitlyn Elliott (Planning)
**Subject:** 2620/2634 Barrett Road - Request to Table and Supplemental Info

Good afternoon, Commissioners.

Please be aware that Degaria Dowdy has requested to table her rezoning request from this Thursday to August 14, 2025.

Also, Ms. Dowdy provided some additional information for your consideration:

- The property utilizes a customized trash compactor system designed specifically for efficient and sanitary waste disposal. The waste management process includes freezing solid waste to prevent decomposition and odor. A licensed waste disposal company is contracted to transport and dispose of the waste on a weekly basis.
- There will not be any detectable odor, as the combination of freezing technology and the use of iodine-based odor neutralization effectively eliminates any potential smells at the source.
- The property is served by a septic system that is appropriately sized and equipped to support the operational demands of the business. The system was last professionally serviced in January 2025 and is maintained in accordance with local health and environmental standards.

Jennifer, would you please add this information to the application file?

As always, please let me know if you have any questions.

Thank you,
Beth

**Beth Garmon**
Director of Planning and Zoning
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 Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

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# AGENDA ITEM

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

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| | |
|---|---|
| **REPORT TO:** | **Work Session (08/11/25)** |
| **REPORT TO:** | **Voting Meeting (08/14/25)** |
| **ITEM NO:** | 453/2025 |
| **SUBJECT:** | **3024 Dale Road \| Amend Conditions of Zoning \|** on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road \| Zoned I-1 (GCOD); Tax Parcel 15025 000006 \| **Proposed Use: Outdoor storage** \| Commission District 3 \| **Rochester \| DCCM, applicant** |

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## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BG
**Recommendation:**

Approval, with conditions

1. Phase 1 development of the property shall be identified and approved as follows: the property shall be used only for outdoor storage of shipping containers and transportation trailers. Shipping containers shall be stacked no higher than 1 unit tall with no more than 2 units per space. No other outdoor storage as described in the Unified Development Code of Hall County shall be allowed.
2. At the end of 48 months after the date of final approval by the Board of Commissioners, the approved uses of storage of shipping containers and transportation trailers shall expire.
3. The development shall allow two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.
4. The development of the property beyond Phase 1 shall not include any proposed uses not permitted based on the regulations of the Light Industrial zoning district and the Gateway Corridor Overlay District. Such uses shall only be authorized in accordance with the process(es) identified in the Unified Development Code, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.
5. Building specifications shall be as follows for any phase beyond Phase 1 of the development:
    a. Main Building shall be concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos with a maximum height of 55 feet.
    b. The Smaller Building in the rear shall be steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40 feet.
6. There shall be a 50 foot undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to 25 feet where it intercepts the Jackson EMC easement and be located on the development side of the easement. This standard shall apply to all phases of the development.
7. There shall be a 100 foot undisturbed buffer along the southwestern property line. This standard shall apply to all phases of the development.
8. Outdoor storage areas located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas located at the rear of buildings shall not require screening. This standard shall apply to all phases beyond Phase 1 of the development.
9. The developer will utilize non-spill lighting on the site. This standard shall apply to all phases of the development.
10. The developer will install an 8 foot tall white PVC fence along the frontage adjacent to Candler Road and Dale Road at the development side of the edge of the buffer specified in condition #6 above. All other fencing may be 6 foot tall vinyl-coated chain link fence with opaque slats or alternative fencing with the same degree of opacity. This standard shall apply to all phases of the development and in accordance with the approved concept plans.
11. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances. This standard shall apply to all phases of the development.
12. To improve sight distance, the developer shall clear the corner of the site between the relocated Jackson EMC transmission line and Dale Road right-of-way.
13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. This standard shall apply to all phases of the development.
14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
15. Phase 1 development shall require storage areas to be paved with asphalt or concrete wherever these areas fall within 300 feet of the centerline of Candler Road. No gravel shall be permitted in these areas.
16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday.

**Purpose of Request:**

**3024 Dale Road | Amend Conditions of Zoning |** on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | Commission District 3 | **Rochester | DCCM, applicant**

**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.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**

Board Memo
Recommendation Report
Application
Narrative
Plat
Site Plan
Maps
Deed
Legal Description
2022 Board of Commissioners Letter
2022 Site Plan
Environmental Health Comment
GDOT Comment
Public Works Comments
Fire Comment
GHMPO Comment
Notice Sign
Proffered Conditions
Applicant's Presentation

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PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government
PLANNING AND ZONING

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** July 28, 2025

**Subject:** **3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage | Rochester | DCCM, applicant**

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The request before you is from Rochester | DCCM for a special use to amend conditions of zoning for outdoor storage. This item is located within Commission District 3.

At their July 7, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with sixteen (16) conditions (3-1, Davidson opposed).**

Staff recommendation: **Denial**, as the proposed use is not consistent with the Rural Scenic Nodes & Corridors future land use classification within the Comprehensive Plan.

There were **no comments submitted** in advance of the Planning Commission meeting and **two (2) people spoke in opposition during the public hearing.**

**Planning Commission Conditions:**

1. Phase 1 development of the property shall be identified and approved as follows: the property shall be used only for outdoor storage of shipping containers and transportation trailers. Shipping containers shall be stacked no higher than 1 unit tall with no more than 2 units per space. No other outdoor storage as described in the Unified Development Code of Hall County shall be allowed.

2. At the end of 48 months after the date of final approval by the Board of Commissioners, the approved uses of storage of shipping containers and transportation trailers shall expire.

3. The development shall allow two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.

4. The development of the property beyond Phase 1 shall not include any proposed uses not permitted based on the regulations of the Light Industrial zoning district and the Gateway Corridor Overlay District. Such uses shall only be authorized in accordance with the process(es) identified in the Unified Development Code, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.

5. Building specifications shall be as follows for any phase beyond Phase 1 of the development:
    a. Main Building shall be concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos with a maximum height of 55 feet.
    b. The Smaller Building in the rear shall be steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40 feet.

6. There shall be a 50 foot undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to 25 feet where it intercepts the Jackson EMC easement and be located on the development side of the easement. This standard shall apply to all phases of the development.

7. There shall be a 100 foot undisturbed buffer along the southwestern property line. This standard shall apply to all phases of the development.

8. Outdoor storage areas located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas located at the rear of buildings shall not require screening. This standard shall apply to all phases beyond Phase 1 of the development.

9. The developer will utilize non-spill lighting on the site. This standard shall apply to all phases of the development.

10. The developer will install an 8 foot tall white PVC fence along the frontage adjacent to Candler Road and Dale Road at the development side of the edge of the buffer specified in condition #6 above. All other fencing may be 6 foot tall vinyl-coated chain link fence with opaque slats or alternative fencing with the same degree of opacity. This standard shall apply to all phases of the development and in accordance with the approved concept plans.

11. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances. This standard shall apply to all phases of the development.

12. To improve sight distance, the developer shall clear the corner of the site between the relocated Jackson EMC transmission line and Dale Road right-of-way.

13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing

departments, including, but not limited to the Fire Marshal and Hall County Engineering. This standard shall apply to all phases of the development.

14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

15. Phase 1 development shall require storage areas to be paved with asphalt or concrete wherever these areas fall within 300 feet of the centerline of Candler Road. No gravel shall be permitted in these areas.

16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday.

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Rochester | DCCM

**Request** ..... (A) **Special Use** | Outdoor storage

**Proposed Use** ..... Outdoor storage

**Size** ..... 36.90± acres

**Zoning** ..... Light Industrial (I-1) within the Gateway Corridor Overlay District (GCOD)

**Location** ..... **3024 Dale Road |** Tax Parcel 15025 000006

**Commission District** ..... Three

**Planning Commission Date** ..... July 7, 2025

**Staff Recommendation** ..... (A) **Denial,** as the proposed use is not consistent with the Rural Scenic Nodes & Corridors future land use classification within the Comprehensive Plan

**Record Number**..... (A) HZCU25-0025

**Planning Commission Recommendation** ..... **Approval, with conditions**

**Vote: 3-1 (Davidson opposed)**

***Planning Commission Conditions:***

1. Phase 1 development of the property shall be identified and approved as follows: the property shall be used only for outdoor storage of shipping containers and transportation trailers. Shipping containers shall be stacked no higher than 1 unit tall with no more than 2 units per space. No other outdoor storage as described in the Unified Development Code of Hall County shall be allowed.

2. At the end of 48 months after the date of final approval by the Board of Commissioners, the approved uses of storage of shipping containers and transportation trailers shall expire.

3. The development shall allow two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.

4. The development of the property beyond Phase 1 shall not include any proposed uses not permitted based on the regulations of the Light Industrial zoning district and the Gateway Corridor Overlay District. Such uses shall only be authorized in accordance with the process(es) identified in the Unified Development Code, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.

5. Building specifications shall be as follows for any phase beyond Phase 1 of the development:
    a. Main Building shall be concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos with a maximum height of 55 feet.
    b. The Smaller Building in the rear shall be steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40 feet.

6. There shall be a 50 foot undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to 25 feet where it intercepts the Jackson EMC easement and be located on the development side of the easement. This standard shall apply to all phases of the development.

7. There shall be a 100 foot undisturbed buffer along the southwestern property line. This standard shall apply to all phases of the development.

8. Outdoor storage areas located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas located at the rear of buildings shall not require screening. This standard shall apply to all phases beyond Phase 1 of the development.

9. The developer will utilize non-spill lighting on the site. This standard shall apply to all phases of the development.

10. The developer will install an 8 foot tall white PVC fence along the frontage adjacent to Candler Road and Dale Road at the development side of the edge of the buffer specified in condition #6 above. All other fencing may be 6 foot tall vinyl-coated chain link fence with opaque slats or alternative fencing with the same degree of opacity. This standard shall apply to all phases of the development and in accordance with the approved concept plans.

11. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances. This standard shall apply to all phases of the development.

12. To improve sight distance, the developer shall clear the corner of the site between the relocated Jackson EMC transmission line and Dale Road right-of-way.

13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. This standard shall apply to all phases of the development.

14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

15. Phase 1 development shall require storage areas to be paved with asphalt or concrete wherever these areas fall within 300 feet of the centerline of Candler Road. No gravel shall be permitted in these areas.

16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday.

**Excerpts from the minutes of the July 7, 2025 meeting**

***Applicant's Presentation:***

**Vamsee Polamarasetty, Planner,** presented a summary of the request.

**Bradley Dunckel, 425 Oak Street, Gainesville,** presented the request. The applicant has submitted two concurrent requests as part of a proposed industrial development: (A) special use to amend conditions of zoning to allow for outdoor storage of transportation trailers and shipping containers; and (B) a variance request to parking lot design standards of the Gateway Corridor Overlay District (GCOD) (6.2.5.C.2.d) to allow a surface of graded aggregate base (GAB) where asphalt, concrete or Director-approved pervious materials are required. The subject property measures approximately 36.90± acres and is zoned Light Industrial (I-1). The property falls within the Gateway Corridor Overlay District (GCOD).

The subject property was rezoned on June 9, 2022, from Agricultural Residential IV (AR-IV) to Light Industrial (I-1) to allow light industrial uses (ZON2022-00005) subject to 12 conditions.

***Public Forum:***

**Tony Towe, 3032 Dale Road, Gainesville,** spoke in opposition. Mr. Towe is concerned this property will become a truck stop. Other concerns raised were the condition and maintenance of the fencing over time, increased traffic during all hours, the proximity to a school zone, and the contrast to the current local character. Mr. Towe requests that the applicant be required to follow all GCOD standards to ensure an aesthetically pleasing property near the adjacent residences.

**Mary Nealis, 3039 Dale Road, Gainesville,** spoke in opposition. Concerns raised were the extent of gravel parking which would also cause a lot of dust in the air, an increase in traffic, and questioned whether the proposed landscaping and fencing would be sufficient during the winter months to limit the property's visibility.

***Rebuttal***

The applicant clarified this property would not be a truck stop but only used for the storage of trailers and containers. The applicant stated that the proposed fencing is similar to surrounding outdoor storage facilities, but they are open to other specifications. The applicant also stated that the proposed gravel parking was approved as part of the original zoning conditions and they wished to maintain this standard.

***Planning Commission Comments:***

Mr. Hunt stated the zoning precedence for the use has been set with the original approval in 2022. Mr. Hunt stated he would be agreeable to an 8 foot tall opaque fence along Candler Road and Dale Road and similar fencing of 6 foot height around the rest of the property. Mr. Hunt referenced the GCOD standard of having asphalt or concrete paving 300 feet from the road centerline and that gravel parking could be permitted at the back of the property beyond these limits. Mr. Hunt asked the applicant how high they intended to stack the shipping containers. The applicant stated they intended to stack two containers high. Mr. Hunt asked for the proposed hours of operation, and the applicant stated they did not have set hours but were open to what had already been approved at the previous zoning approval. Mr. Hunt and Mr. Sosebee proposed 6:30 am to 7:00 pm and the applicant stated they would try to work within those parameters. Mr. Hunt asked for the time frame of how long the trailers and containers would be stored and the applicant stated it would be dependent on whether they were coming in from a job site or leaving. Mr. Hunt asked if this would be an individual lot rental and the applicant confirmed it would be.

Mr. Hunt asked Ms. Garmon, Director of Planning and Zoning, if the future development would need to follow the original zoning conditions. Ms. Garmon stated the conditions must be upheld unless they were amended by the board. Mr. Davidson asked if the storage facility was designed to accommodate the Inland Port, and the applicant stated that would be the main source for demand. Mr. Hunt questioned whether the intent of the storage facility would be to drop-off and leave and whether anyone would be permitted after hours. Mr. Braswell asked what type of lighting would be used. The applicant stated there would be typical security lighting. Mr. Braswell stated the lighting would have to follow the low-level, non-spill, semi-cut off lighting within GCOD standards. Mr. Braswell asked how many parking spaces are shown on the site plan. The applicant stated there were 230 spaces. Mr. Sosebee asked what the maximum capacity of storage would be and the applicant explained it would be limited to the 230 spaces shown on the site plan. The Planning Commission discussed limiting spaces, what would be allowed in a single space, and requiring the applicant to revise a note on the site plan identifying semi-truck parking.

Mr. Braswell explained to the applicant that any required revisions to the concept plan based on the zoning conditions shall be subject to the approval of the Director of Planning and Zoning before the request goes before the Board of Commissioners. The amended site plan must be submitted to the Director for review within 10 business days of the Planning Commission's recommendation. If the amended site plan is not submitted by the specified date, then the application shall be remanded back to the Planning Commission.

***A***
***Motion:*** ***A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 3-1 (Davidson opposed)***

***B***
***Motion:*** ***A motion to approve, with conditions was made by Stan Hunt and seconded by Frank Sosebee. Vote: 3-1 (Davidson opposed)***

Conditions:

1. Phase 1 development of the property shall be identified and approved as follows: the property shall be used only for outdoor storage of shipping containers and transportation trailers. Shipping containers shall be stacked no higher than 1 unit tall with no more than 2 units per space. No other outdoor storage as described in the Unified Development Code of Hall County shall be allowed.

2. At the end of 48 months after the date of final approval by the Board of Commissioners, the approved uses of storage of shipping containers and transportation trailers shall expire.

3. The development shall allow two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.

4. The development of the property beyond Phase 1 shall not include any proposed uses not permitted based on the regulations of the Light Industrial zoning district and the Gateway Corridor Overlay District. Such uses shall only be authorized in accordance with the process(es) identified in the Unified Development Code, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.

5. Building specifications shall be as follows for any phase beyond Phase 1 of the development:
    a. Main Building shall be concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos with a maximum height of 55 feet.
    b. The Smaller Building in the rear shall be steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40 feet.

6. There shall be a 50 foot undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to 25 feet where it intercepts the Jackson EMC easement and be located on the development side of the easement. This standard shall apply to all phases of the development.

7. There shall be a 100 foot undisturbed buffer along the southwestern property line. This standard shall apply to all phases of the development.

8. Outdoor storage areas located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas located at the rear of buildings shall not require screening. This standard shall apply to all phases beyond Phase 1 of the development.

9. The developer will utilize non-spill lighting on the site. This standard shall apply to all phases of the development.

10. The developer will install an 8 foot tall white PVC fence along the frontage adjacent to Candler Road and Dale Road at the development side of the edge of the buffer specified in condition #6 above. All other fencing may be 6 foot tall vinyl-coated chain link fence with opaque slats or alternative fencing with the same degree of opacity. This standard shall apply to all phases of the development and in accordance with the approved concept plans.

11. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances. This standard shall apply to all phases of the development.

12. To improve sight distance, the developer shall clear the corner of the site between the relocated Jackson EMC transmission line and Dale Road right-of-way.

13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. This standard shall apply to all phases of the development.

14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

15. Phase 1 development shall require storage areas to be paved with asphalt or concrete wherever these areas fall within 300 feet of the centerline of Candler Road. No gravel shall be permitted in these areas.

16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday.

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**Staff recommends <u>DENIAL</u> of the applicant's request. However, if the Planning Commission chooses to approve this request, staff recommends the following conditions:**

1. The property shall be developed in accordance with the site plan dated May 14, 2025, and as described in the project narrative dated June 9, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall be allowed two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.

3. Any proposed uses not permitted based on the regulations of the Light Industrial zoning district and the Gateway Corridor Overlay District shall only be authorized in accordance with the process(es) identified in the Unified Development Code, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.

4. Building specifications shall be as follows:
    a. Main Building – concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos. Maximum height of 55'.
    b. Smaller Building - steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40'.

5. There shall be a 50 foot undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to 25 feet where it intercepts the Jackson EMC easement and be located on the development side of the easement.

6. There shall be a 100 foot undisturbed buffer along the southwestern property line.

7. Outdoor storage areas located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas located at the rear of buildings shall not require screening.

8. The developer will utilize non-spill lighting on the site.

9. The developer will install a 6 foot tall vinyl coated chain link fence with opaque slats or alternative fencing with the same degree of opacity along the Dale Road frontage at the development side of the edge of the buffer specified in condition #5 above and along the top of the slope of the proposed outdoor storage area. The developer will also install a 6 foot tall vinyl coated chain link fence with opaque slats or alternative fencing with the same degree of opacity along the top of the slope on one side of the outdoor storage area above the detention pond behind the main building as shown on the same site plan. All other fencing may be galvanized chain link. Installation and location of additional fencing shall be at the developer's discretion.

10. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances.

11. To improve sight distance, the developer shall clear the corner of the site between the relocated Jackson EMC transmission line and Dale Road right-of-way.

12. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

13. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

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**The following is a variance requested by the applicant, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:**

**Section 6.2.5.C.2.d – Parking Lot Design** - All parking areas must be paved with asphalt, concrete or pervious materials approved by the Director.

- The applicant proposes gravel surface (graded aggregate base, GAB) for outdoor storage/parking areas in the Phase 1 development. **This does not meet the standard.**

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**Summary Analysis**

The applicant has submitted two concurrent requests as part of a proposed industrial development: (A) special use to amend conditions of zoning to allow for outdoor storage of transportation trailers and shipping containers; and (B) a variance request to parking lot design standards of the Gateway Corridor Overlay District (GCOD) (6.2.5.C.2.d) to allow a surface of graded aggregate base (GAB) where asphalt, concrete or Director-approved pervious materials are required. The subject property measures approximately 36.90± acres and is zoned Light Industrial (I-1). The property falls within the Gateway Corridor Overlay District (GCOD).

The subject property was rezoned on June 9, 2022, from Agricultural Residential IV (AR-IV) to Light Industrial (I-1) to allow light industrial uses (ZON2022-00005) subject to the following conditions:

1. The development shall conform substantially to the updated site plan.
2. Outdoor storage shall be screened from the Candler Road and Dale Road rights of way by a solid fence or wall at least 8 feet in height. These fences/walls may be removed when the outdoor storage component is eliminated and upon completion of Phase 2 development.
3. The development shall be allowed two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.
4. Any proposed uses not permitted based on the regulations of the I-I and Gateway Corridors Overlay Districts shall only be authorized in accordance with the process(es) identified in the Zoning Ordinance, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.
5. Applicant proposes to utilize building materials and height as follows:
    a. Main Building – concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos. Maximum Height of 55 feet.
    b. Smaller Building - steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40 feet.
6. There shall be a 50 foot wide undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to a 25 foot landscape buffer where it intercepts the Jackson EMC easement and will be located on the development side of the easement.
7. There shall be a 100 foot wide undisturbed buffer along the southwestern property line, as shown on the site plan.
8. Outdoor storage areas, located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas, located at the rear of buildings shall not require screening.
9. The developer will utilize non-spill lighting on the site.
10. The developer will install a 6’ vinyl coated chain link fence with opaque slats or alternative fencing with the same degree of opacity along the Dale Road frontage at the development side of the edge of the buffer specified in condition #5 above and along the top of the slope of the proposed outdoor storage area, as shown on the site plan. The developer will also install a 6’ vinyl coated chain link fence with opaque slats or alternative fencing with the same degree of opacity along the top of the slope on one side of the outdoor storage area above the detention pond behind the main building as shown on the site plan. All other fencing may be galvanized chain link. Installation and location of additional fencing shall be at the developer’s discretion.
11. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances.

12. To improve site distance, the developer shall clear the corner of the site, between the Jackson EMC transmission line and Dale Road right-of-way.

A land disturbance permit (LDP) was issued on April 2, 2024, for the development of a 150,000 square foot warehouse building with associated parking, gravel storage area behind the building, septic system, graded pad for future development, and stormwater management facilities (HDEV23-0102), consistent with the conditions of the previous rezoning (ZON2022-00005). The permit was renewed on April 2, 2025.

The surrounding properties are zoned and developed as outlined below:

North: Agricultural Residential 1 (R-1): Undeveloped
South: Agricultural Residential 1 (AR-1): Developed with a mobile home and several accessory structures.
East: Heavy Industrial (I-2): Developed with a quarry and asphalt plant.
West: Agricultural Residential 1 (AR-1) & Residential 1 (R-1): Developed with single-family residences.

Per the submitted narrative, the current owner proposes to amend conditions of zoning to allow a Phase 1 development that would consist of outdoor storage of transportation trailers and shipping containers. This business would operate 7 days a week, 24 hours a day. Phase 2 development would remain consistent with the previous approval (ZON2022-00005). No timeline is provided specifying when the transition will occur from Phase 1 to Phase 2.

Per the narrative, the applicant is concurrently requesting a variance from the parking lot design standards of the Gateway Corridor Overlay District (GCOD) to allow a surface of graded aggregate base (GAB) where asphalt, concrete or Director-approved pervious materials are required (6.2.5.C.2.d). Gravel surface is proposed for the entirety of the developed portion of the site where the parking of transportation trailers and shipping containers will occur. The applicant proposes a 10 foot wide landscape strip and 6 foot tall privacy fence adjacent to the Candler Road right-of-way and a 25 foot wide landscape strip and 6 foot tall privacy fence adjacent to the Dale Road right-of-way. All other buffers, fencing and screening will remain part of the development standards in accordance with the previous approval. The applicant requests that the removal of the wooden privacy fence along Candler Road be permitted after Phase 2 development occurs. No buildings are proposed for Phase 1.

Water service will be provided by the City of Gainesville Department of Water Resources. Sanitary sewer service will be provided by an on-site septic system.

**Based on the future land use plan, staff finds the special use request *is not consistent* with the Comprehensive Plan's future land use classification of Rural Scenic Nodes & Corridors.** This future land use designation states that the county's rural roadways boast significant natural, historic, or cultural features, and scenic or pastoral views. To balance that with necessary growth, new development along these minor road corridors and intersections should be limited to low-intensity, small-scale commercial uses to serve nearby communities, and well as agricultural uses of all scales. Where there is residential development, the density should be up to 0.75 dwellings per acre. Within this Chestnut Mountain Candler Character Area, compatible zoning districts include Agricultural 1 (AG-1), Agricultural Residential 1 (AR-1), Office and Institutional (O-I), Suburban Shopping (S-S), Planned Commercial Development (PCD).

**(A) Zoning Analysis – Special Use**

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposal is not suitable in view of the use, development, and zoning of adjacent and nearby properties as many adjacent parcels are zoned agricultural residential (AR-1) and Residential (R-1). The proposed use of the property is not in line with the future land use plan or permitted uses within the Gateway Corridor Overlay District; however, property across Candler Road is zoned Heavy Industrial (I-2) and is developed with a quarry and asphalt plant.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is difficult to anticipate whether the expanded use would adversely affect adjacent or nearby property.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service. The property is served by City of Gainesville public water.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is not consistent with the Comprehensive Plan and the Rural Scenic Nodes & Corridors future land use designation which supports limited to low-intensity, small-scale commercial uses to serve nearby communities and agricultural uses of all scales.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are affected by the existing zoning restrictions.**

g) 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 values 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.**

h) 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.**

i) 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 was rezoned to Light Industrial (I-1) on June 9, 2022, (ZON2022-00005) and a land disturbance permit (LDP) renewed on April 2, 2025 (HDEV23-0102). Grading of the site has commenced.**

j) 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; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) 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.**

l) 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.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **Staff is unable to determine whether the requested change is out of scale with the needs of the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The proposed use of outdoor storage requires approval by the Board of Commissioners for any parcel located in the Gateway Corridor Overlay District (GCOD).**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request could not be handled alternatively as a variance.**

p) 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.**

q) 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.**

**(B) <u>Zoning Analysis</u> – Variance to Section 6.2**

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular 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); **No, there are no extraordinary conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with parking requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the subject property that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **As the subject parcel is undeveloped, the project can be designed to comply with development standards.**

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, may impair the purposes and intent of the Unified Development Code of Hall County as the intent of the Gateway Corridor Overlay District is to encourage development projects that set standards for landscaping, community design and aesthetics.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

c. For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated June 5, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan."

**Georgia Department of Transportation**
In an email dated May 29, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

**Gainesville-Hall Metropolitan Planning Organization**
In an email dated June 2, 2025, Joseph Boyd, MPO Director, provided the following comment:
"This parcel is along State Route 60/Candler Road, which is scheduled to be widened (GH-111B) in the long-range portion of the MPO's 2055 Metropolitan Transportation Plan. Construction is currently scheduled to occur after 2055, but the timing is fluid and could change. There are no known pre-engineering plans at this time for the applicant to reference."

**Hall County Fire Marshal**
In an email dated June 5, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments on item A or B as proposed."

**Hall County Public Works and Utilities**
In a memorandum from Public Works and Utilities dated June 6, 2025, Bill Nash, Director of Public Works, stated the following:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Show stream buffer and impervious setback from wrested vegetation not centerline of stream.

**Traffic:**
GDOT permit for access is required.

**Utilities:**
No sewer in area.

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

HALL COUNTY
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# CONDITIONAL USE APPLICATION

**Applicant (Name & Mailing Address)**

Rochester/DCCM
425 Oak St.
Gainesville, GA 30501
Phone 678-450-5175
Email Address bdunckel@dccm.com

**Property Owner (Name & Mailing Address)**

Candler Hall, LLC
2791 Elder Mill Road
Watkinsville, GA 30577
Phone 770-231-4405
Email Address etlopez@atlantapaving.com

Proposed Use Outdoor Storage

**Contact Person (Name & Mailing Address)**

Bradley Dunckel
425 Oak St.
Gainesville, GA 30501
Phone 770-363-1997
Email Address bdunckel@dccm.com

Tax Parcel Number 05025 000006
Location Address 3024 Dale Road, Gainesville, GA 30507

**Status of Applicant**

- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☑ Other

Zoning: L-I

**Requested Action**

Permissive Use:
☐ HCPC ☑ HCC
Fee:$ 1,500.00
Receipt #:
Check #:

Acreage 36.9 acres

**I hereby certify that the above information and all attached information are true and correct.**

Sign Bradley Dunckel Date: 5/9/25

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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## AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Candler Hall, LLC

Address 2791 Elder Mill Road

Watkinsville, GA 30577

Phone Number 770-231-4405

Name of applicant(s) Rochester/DCCM

Address 425 Oak St.

Gainesville, GA 30501

Phone Number 770-363-1997

---

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s)

Ernest T Lopez

Personally appeared before me

Ernest T Lopez

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

Dawn Sizemore
NOTARY PUBLIC
Gwinnett County, GEORGIA
My Commission Expires 02/10/2027

5/8/25
Date

# First Amended and Restated Operating Agreement

Candler Hall LLC a Georgia Limited Liability Company

This First Amended and Restated Operating Agreement (the "Agreement") is entered into on or as of February 24, 2025 by and among the Members listed on page 9 of this Agreement.

## Recitals

A. On January 24, 2024 Articles of Organization for Candler Hall LLC (the "Company"), a limited liability company under the laws of the State of Georgia, were filed with the Georgia Secretary of State.

B. The Members hereby adopt and approve this First Amended and Restated Operating Agreement for the Company on the following terms and conditions:

## Agreement
## Article I
## Organizational Matters

1.1. **Name.** The Company shall conduct business under the name "Candler Hall LLC." If the majority of Members approve, the Company may also conduct business under a fictitious name filed with the county clerk of the county where the Company has its principal office.

1.2 **Term**. The Company's beginning date is the date that the Articles of Organization were filed. The Company shall automatically terminate at the earlier of twenty-five (25) years or as provided in Article 9.1 of this Agreement. The Members may unanimously to continue the Company as provided in Article 9.

1.3 **Office and Agent.** The Company shall continuously maintain an office and a registered agent within the State of Georgia. The principal office of the company shall be at 2791 Elder Mill Road, Watkinsville, GA 30677 or such location as the Members may determine. As required, the Company shall file a Statement of Information with the Georgia Secretary of State stating its registered agent for service of process.

1.4 **Business of the company.** The Company shall engage in the following business, and any activities necessary or appropriate to carry out that business, unless all the Members approve a change in the Company's business: Real Estate Investment and all other purposes allowed by law.

## Article 2
## Capital Contributions

2.1 **Capital Contributions**. Each Member shall contribute initial capital to the Company. No Member shall be required to make any additional contributions to the Company without the unanimous consent of the other Members.

2.2 **Capital Accounts.** The Company shall keep books and records which clearly show each Member's capital contributions and withdrawals ("Capital Account").

- The Company shall determine the balance of each Member's Capital Account according to Treasury Regulations Section 1.704-1(b)(2)(iv).

- If a Member sells or transfers his Membership Interest in the Company that Member's Capital Account shall carry over to the new owner according to Treasury Regulations Section 1.704-a(b)(2)(iv)(1).

2.3 **No Interest.** The Company shall not pay any interest on capital contributions.

## Article 3
## Members

3.1 **Admission of Additional Members.** Upon unanimous approval of the existing Members, additional members may be admitted into the Company on terms determined by the Members.

3.2 **Withdrawals or Resignations.** No member may withdraw without the unanimous approval of the Members. However, if a Member's interest is based on providing services to the Company, that Member shall be allowed to withdraw or resign as a Member at any time upon 120 days prior written notice to the Company. In the event of such withdrawal, such Member's Membership Interest will be available for sale as described in Section 7.2. If it is not purchased, the withdrawing Member shall have only an economic interest in the Company after withdrawal. The Withdrawing Member shall have the right to share in the Company's income, gain, losses, deductions, credit or similar items, and to receive distributions from the Company, but not the right to access Company business information or to participate in the Company management, except as required by law. The Withdrawing Member shall not be entitled to a return of the Member's capital, and may not withdraw contracts or personal guarantees that (s)he may have given.

3.3 **Payments to Members.** There will be no minimum or guaranteed payments to Members. The Company shall reimburse the Members for the actual costs including organization expenses incurred to form the Company.

## Article 4
## Management and Control of the Company

4.1 **Management and Powers.** The intent of each Member is to actively engage in the Company management. Accordingly, each Member shall have full, complete and exclusive authority, power and discretion to manage and control the business, property and affairs of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business property and affairs. In the event of the death or disability of one member, the surviving Member shall have all management authority to continue the business of the Company.

4.2 **Limitations on Power of Members.** Notwithstanding any other provisions of this Agreement, no debt or liability of more than $100,000 may be contracted on behalf of the Company without the approval of the majority of Membership Interests. The signature of one Member is required to sign contracts and obligations on behalf of the Company. Additionally, the unanimous approval of the Members must be obtained prior to:

A. The merger of the Company with another business entity.
B. The establishment of different Member classes.
C. A change in the authorized businesses of the Company (Section 1.4),
D. Any act which would make it impossible to carry on the ordinary business of the Company
E. The confession of judgment against the Company
F. Any other transaction described in this Agreement which requires the approval, consent or

vote of all of the Members.

G. The sale, exchange or other disposition of substantially all of the Company's assets occurring as part of single or multiple transactions or plan.

4.3 **Member Approval.** The "vote" or "approval" of the Members shall mean approval by a majority percentage of Membership Interest. Members shall vote or approve by their percentage interest as shown on Exhibit A of this Agreement. No annual or regular meetings of the Members are required. However, if such meetings are held, such meetings shall be noticed, held and conducted pursuant to the Act.

4.4 **Devotion of Time**. The Members are not required to devote all of their time or business efforts to the Company. Each Member shall devote whatever time or effort (s) he deems appropriate to carry out the Company's business.

4.5 **Protection of Trade Secrets**. Each Member acknowledges that the customer lists, trade secrets, processes, methods and technical information of the Company and any other matters designated by the majority of the Members are the Company's assets. Each Member agrees not to disclose any of these assets to anyone outside the Company, except with written consent by the Company, even if the Member withdraws from the Company.

4.6 **Transactions between the Company and the Members.** Any Member may enter into a contract or transaction with the Company with the approval of the majority of other Members. If there is a potential conflict of interest, this approval must be in writing.

## Article 5
## Allocations of Net Profits and Net Losses and Distribution

5.1 **Allocations of Net Loss and Quarterly Distributions**

A. Net Loss. Net loss for income tax purposes shall be allocated to Members in proportion to their Membership Interest. Loss allocations to a Member shall be made only to the extent that such loss allocations will not create a Capital Gain for that Member in the event of foreclosure of the Company's assets.

B. Any loss not allocated to a Member because of the 5.1.A. shall be allocated to the other Members to the extent where it does not create a Capital Gain to another Member.

C. Quarterly Distribution of Available Cash. At the end of each calendar quarter, the available cash of the Company, if any, must be distributed to the Members, pro rata according to their percentage interest. Available cash means cash beyond what is required as reasonable working capital, as determined by the Members.

5.2 **Special allocations.**

A. **Minimum Gain Chargeback for Nonrecourse and Recourse Liabilities.** The Company shall allocate income, loss and gain to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and 1.704-2(i)(5)). Nonrecourse Liability shall be allocated in accordance with Treasury Regulations Section 1.704-2(g)(2). Recourse Liability shall be allocated to Members in accordance with Treasury Regulations Section 1.704-2(i)(4).

B. **Nonrecourse Deductions.** Notwithstanding Section 5.2, any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be specially allocated to the Members in proportion to their Membership Interests.

C. **Member Nonrecourse Deductions.** Those items of Company loss, deduction or Code Section 705(a)(2)(B) expenditures which are attributable to Member Nonrecourse Debt shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt according to Treasury Regulations Section 1.704-2(i).

D. **Qualified Income Offset.** Notwithstanding Section 5.2, if a Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations

Section 1.704-1(b)(2)ii)(d)(4),(5) or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of Company Minimum Gain, items of Company income and gain shall be specially allocated to such Member so that such excess deficit balance is eliminated as quickly as possible.

5.4 **Code Section 704(c) Allocations.** Notwithstanding any other provision in this Article VI, in accordance with Treasury Regulations Code Section 704(c), income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value on the date of contribution. This shall be solely for tax purposes and shall not affect a Member's Capital Account, share of profits, losses or other items of distributions.

## Article 6
## Transfer and Assignment of Interests

6.1 **Transfer and Assignment of Interests.** With the exception of transfers between family members, stated in 6.3, Members who wish to transfer, assign, convey or sell their Membership Interest must obtain unanimous written approval from the other Members. The other Members may approve or reject this request in their sole discretion.

6.2 **Substitution of Members.** If unanimous written approval is received, the transferee shall:

(i) Execute an instrument satisfactory to the Members which accepts and adopts the terms and provisions of this Agreement.

(ii) Pay any reasonable expenses in connection with his or her admission as a new Member.

The admission of a new Member shall not release the Member who assigned the Membership Interest from any liability that Member may have to the Company.

6.3 **Family Transfers**. The Membership Interest of any Member may be transferred by inter vivos gift or by testamentary transfer to any spouse, parent, sibling, child or grandchild of the Member, or to a trust for the benefit of the Member or such spouse, parent, sibling, child or grandchild of the Member. If the transfer is to a revocable living trust, the transferring Member may also reacquire the Membership in whole or in part upon complying with Section 6.2.

6.4 **Transfers in violation of this Agreement and Transfers of Partial Membership Interest.** Transfers violating this Article 6 shall only have an economic interest in the Company, with no right to participate in the Company management or exercise any rights of a Member.

Notwithstanding the proceeding sentence, if, in the determination of the Remaining Members, a transfer violating Article 6 would cause the termination of the Company under the Code, in the sole discretion of the Managers, the transfer shall be null and void.

## Article 7
## Consequences of Death, Dissolution, Retirement or Bankruptcy of Member

7.1 **Dissolution Event.** Upon the occurrence of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member ("Dissolution Event"), the Company shall not dissolve . The surviving Member shall have all authority to manage and to continue the business of the Company. The deceased Member's Membership Interest shall automatically pass to the surviving Member.

7.2 **Purchase Price.** In the event of voluntary withdrawal or event of dissolution other than death, the purchase price for the Former Member's interest shall be the fair market value of the Former Member's Interest as determined by agreement of the former Member and the Purchasing Members. If the Former Member and the Purchasing Members cannot agree on the purchase price within 30 days after the Dissolution Event, the purchase price shall be determined by an independent appraiser. The Purchasing Members as a group, and the Former Member, shall each pay one-half of the cost of the appraisal. If the Dissolution Event results from a breach of this Agreement by the Former Member, the purchase price shall be reduced by an amount equal to the damages suffered by the Company or the Purchasing Members as a result of such breach.

7.3 **Notice of Intent to Purchase.** Within fifteen (15) days after a Dissolution Event, each Remaining Member shall notify the Members in writing of whether (s)he chooses to purchase a portion of the Former Member's Interest. Each Purchasing Member shall be entitled to purchase a portion of the Former Member's Interest in the same proportion as their Membership Interest compared with the percentage interest of all Purchasing Members. If the Remaining Members fail to purchase the entire interest of the Former Member, the company shall purchase any remaining share of the Former Member's Interest.

7.4 **Payment of Purchase Price**. The closing shall occur no later than 30 days following the determination of the purchase price. The Purchasing Members may pay all of the purchase in cash, or one fifth (1/5) at closing, with the remainder due in a negotiable promissory note, payable in four equal annual principal installments plus prevailing interest

7.5 **Closing of Purchase of Former Member's Interest.** At the closing for the sale of a Former Member's Interest, the Former Member shall provide a document conveying their interest and representing that the interest is free of encumbrances.

## Article 8
## Accounting, Records, Reporting by Members.

8.1 **Books and Records.** The Company's books and records shall be kept using standard accounting methods for federal income tax purposes. The Company shall maintain at its principal office:

A. A current Members list showing their full name and last known business or residence, their capital contributions, Capital Account balance and Membership Interest;

B. A copy of the Articles of Organization and any and all amendments

C. Copies of the Company's federal, state, and local income tax or information returns for the six (6) most recent taxable years;

D. A copy of this Operating Agreement and any and all amendments;

E. The Company's books and records as they relate to the internal affairs or the company for at least the current and past four (4) fiscal years.

8.2 **Reports.** By March 30th of each year, the Company shall prepare information necessary for the Members to prepare their annual federal and state income tax returns.

8.3 **Bank Accounts.** The Members shall maintain Company funds in one or more separate bank accounts in the name of the Company and shall not commingle the funds with any other person or entity. Any Member, acting alone, may endorse and deposit into the Company's accounts any checks made payable to the Company. The Members shall authorize one or more of the Members to sign checks and drafts in the Company's name.

8.4 **Tax Matters for the Company**. Ernest T. Lopez III is designated as "Tax Matters Partner" to represent the Company (at the Company's expense) in connection with all tax authorities. The Tax Matters Partner may spend Company funds for associated professional services and costs.

## Article 9
## Dissolution and Winding Up

9.1 **Conditions of Dissolution.** The Company shall dissolve:

A. Automatically twenty-five (25) years after filing of the Articles or Organization, unless the Members unanimously vote to continue the company and file a Certificate of Continuation with the Georgia Secretary of State;

B. If there is a judicial dissolution pursuant to Section 17351 of the Corporations Code;

C. If the Members unanimously vote to dissolve the Company; or

D. Upon the sale of substantially all of the assets of the Company.

9.2 **Winding Up.** Upon the dissolution, the Company's assets shall be disposed of and its affairs wound up. After determining that all the known debts and liabilities of the Company have been paid, the remaining assets shall be distributed to the Members according to their Capital Account balances, after taking into account income and loss allocations for the Company's final taxable year.

9.3 **Limitations on Payments Made In Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely at the assets of the Company for the return of his or her positive Capital Account balance and shall have no recourse against any other Member except as provided in Article 10.

## Article 10
## Indemnification

10.1 **Indemnification of Agents.** The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason that (s)he was a Member, officer, employee or other agent of the Company to the fullest extent permitted by applicable law. The standard of the fiduciary duty each member is to act in the highest good faith to the members and the Company. A member may not seek to obtain an advantage in the Company affairs by misconduct, misrepresentation, concealment, threat or adverse pressure.

## Article 11
## Investment Representations

Each Member hereby represents and warrants to, and agrees with, the Members, the other Members and the company as follows:

11.1 **Preexisting Relationship or Experience.** (S)he has a preexisting personal or business relationship with the Company or one or more of its Members, or by reason of his or her business or financial experience (s)he is capable of evaluating the risks and merits of an investment in the Company and of protecting his or her own interests in connection with this investment.

11.2 **No Advertising.** (S)he has not seen, received, been presented with or been solicited by a leaflet, public promotional meeting, article or any other form of advertising with respect to the sale of the Membership Interest.

11.3 **Investment Intent.** (S)he is acquiring the Membership Interest for investment purposes for his or her own account only and not with a view to or for. No other person will have any direct or indirect beneficial interest in or right to the Membership Interest.

## Article 12
## Miscellaneous

12.1 **Complete Agreement.** This Agreement and the Articles of Organization constitute the complete and exclusive statement of agreement among the Members and replace and

supersede all prior written and oral agreements among the Members. To the extent that any provision of the Articles of Organization conflict with any provision of this agreement, the Articles of Organization shall control.

12.2 **Binding Effect.** Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members and their respect successors and assigns.

12.3 **Jurisdiction.** Each Member hereby consents to the exclusive jurisdiction of the state and federal courts sitting in Georgia in any action on a claim arising out of, under or in connection with this Agreement.

12.4 **Severability.** If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected.

12.5 **Notices.** Any notice to be given or to be served upon the Company or any party hereto in connection with this Agreement must be in writing at the addresses shown below. Any party may designate any other address in substitution of the foregoing address by giving 5 days written notice to all Members.

12.7 **Amendments**. All amendments to this Agreement will be in writing and signed by all the Members.

12.6 **Multiple Counterparts**. This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one or the same instrument.

12.7 **Attorney Fees.** In the event that any dispute between the Company, the Members or among the Members should result in litigation or arbitration, the prevailing party in such a dispute shall be entitled to recover from the other party all reasonable fees, cost and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.

12.8 **Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

All of the Members of Candler Hall LLC, a Georgia Limited Liability Company, have executed this agreement, effective as of the date written above.

MEMBER:

Ernest T. Lopez III
2791 Elder Mill Road
Watkinsville, GA 30677

Interest – 50%

Ernest T Lopez III

MEMBER:

Donna L. Lopez
2791 Elder Mill Road
Watkinsville, GA 30677

Donna L Lopez

Interest - 50 %

9

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 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:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** Bradley Dunckel **Date:** 5/8/25

**Applicant's/Owner's Name (Printed):** Rochester | DCCM - Bradley Dunckel

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---

I hereby certify that I have read the above and that:

I have**____ I have not X___

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** Ernest T Lopez **Date:** 5/8/25

**Applicant's/Owner's Name (Printed):** Ernest T. Lopez, III

# Project Narrative for Candler Road Tract

# Revised June 9, 2025

**LOCATION** – 3024 Dale Road Gainesville, GA 30507
**ACREAGE** – 36.9 acres +/-
**APPLICANT** – Rochester | DCCM

**Summary**

The accompanying application seeks a Conditional Use Permit (CUP) within a I-I (Light Industrial) District for 36.9 acres of partially developed property located on Candler Highway (SR 60) and Dale Road in east Hall County near the intersection of Candler Highway (SR 60) and Tanners Mill Road (SR 211). The intent is to develop multiple uses as allowed in the Light Industrial district. This narrative will propose specific variances to the existing zoning for a CUP for outdoor storage use. The location and proposed use is consistent with the Hall County Comprehensive Plan's designation as a "Rural Scenic Nodes & Corridors" and appropriate for Hall County's Light Industrial (I-I) District. Completion of development is anticipated by 2026.

**Site Description**

The site has approximately 1750 LF of frontage along Candler Highway (SR 60) and another 600 LF along Dale Road. The site is rectangular in shape and several unnamed tributaries of Walnut Creek have been identified within the site. The site is mostly wooded with a mix of mature trees with rolling topography. Domestic water is provided by the City of Gainesville and is located in the Candler Highway and Dale Road rights-of-way. The site will be served by an on-site sewage management system and all other dry utilities are located within a reasonable distance for service extensions. A 30' wide Jackson EMC easement is located on the front portion of the site with plans to relocate as necessary.

**Adjacencies**

The property is surrounded primarily by residential zonings (AR – IV) and (R-1). CW Matthews operates an asphalt plant to the east of the property and Heidleberg Materials operates a quarry to the east of the property.

**Access**

Access to the property is planned from Candler Highway (SR 60), subject to GDOT approval.

**Proximity to Other Uses**

- Nearest distance to undeveloped commercial property – parcel 15025B 000041 zoned H-B, approximately 900 LF south at the intersection of Tanners Mill Road.
- Nearest distance to developed commercial property – parcel 15025 000006A zoned I-I approximately 500 LF south.

- Nearest distance to a single family home – a single family home at 3032 Dale Road is located within 45’ of the boundary.
- Nearest distance to a subdivision – The Poplar Springs S/D is located immediately west of the property.

**Comprehensive Plan Consistency**

The project is consistent with the “Rural Scenic Nodes & Corridors” of the Future Land Use Map and the primary future land uses notes as:

- Industrial Uses, business parks, technology based operations.

The project is consistent with the Goals, Policies and Objectives of the Comprehensive Plan.

**Aerial View**

**Proposed Uses**

The project may contain a variety of uses consistent with those approved by the BOC on June 13, 2022. This request is to amend these uses to include a Phase 1 development for stand-alone outdoor storage, within the GCOD, for all transportation trailers and shipping containers. Phase 2 development would remain consistent with the previous approval. Specific requests associated with this CUP include the following:

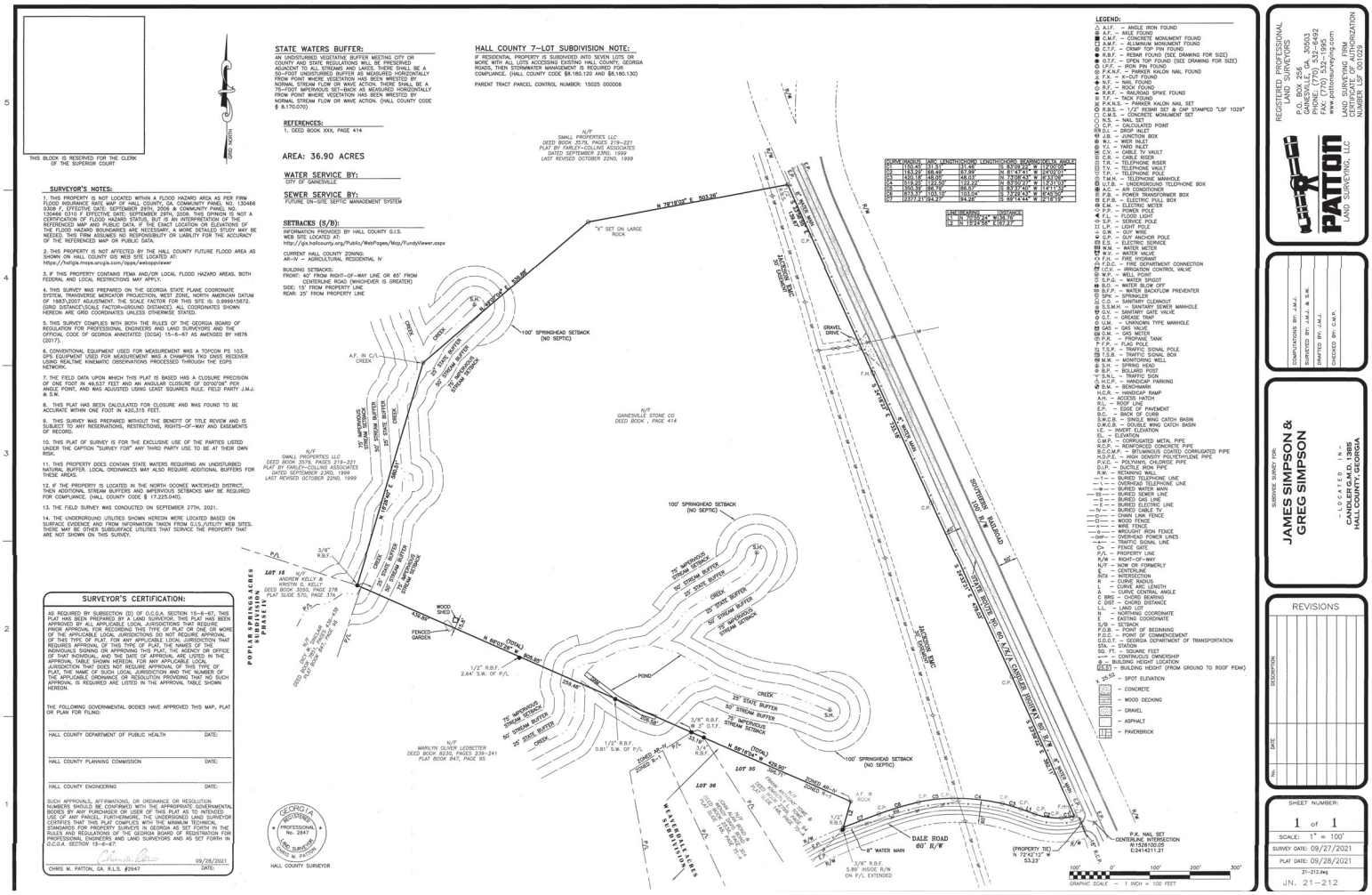
- Phase 1 development may include graded aggregate base (GAB) for parking/storage areas. All driveways located within the existing rights-of-way shall be paved with asphalt or concrete to comply with Georgia Department of Transportation (GDOT) Standards.
- Phase 1 development will impose a 10’ landscape strip and 6’ tall privacy fence adjacent to the Candler Road ROW and a 25’ landscape strip and 6’ tall privacy fence adjacent to the Dale Road ROW. All other buffers, fencing and screening shall be in accordance with the previous approval. The wooden privacy fence along Candler Road may be removed when Phase 2 development occurs.

**Hours of Operation**

Operations may occur on a 24/7 basis.

**Conceptual Master Plan**

The development of the Candler Road Tract shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "A". The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of buildings, roads, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer or End User, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.


THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT
GRID NORTH
STATE WATERS BUFFER:
AN UNDISTURBED VEGETATIVE BUFFER MEETING CITY OR COUNTY AND STATE REGULATIONS WILL BE PRESERVED ADJACENT TO ALL STREAMS AND LAKES. THERE SHALL BE A 50-FOOT UNDISTURBED BUFFER AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. THERE SHALL BE A 75-FOOT IMPERVIOUS SET-BACK AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. (HALL COUNTY CODE § 8.170.070)
REFERENCES:
1. DEED BOOK XXX, PAGE 414
AREA: 36.90 ACRES
WATER SERVICE BY:
CITY OF GAINESVILLE
SEWER SERVICE BY:
FUTURE ON-SITE SEPTIC MANAGEMENT SYSTEM
SETBACKS (S/B):
INFORMATION PROVIDED BY HALL COUNTY G.I.S. WEB SITE LOCATED AT: http://gis.hallcounty.org/Public/WebPages/Mcp/FundyViewer.aspx
CURRENT HALL COUNTY ZONING: AR-IV - AGRICULTURAL RESIDENTIAL IV
BUILDING SETBACKS: FRONT: 40' FROM RIGHT-OF-WAY LINE OR 65' FROM CENTERLINE ROAD (WHICHEVER IS GREATER) SIDE: 15' FROM PROPERTY LINE REAR: 25' FROM PROPERTY LINE
HALL COUNTY 7-LOT SUBDIVISION NOTE:
IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS, THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE §8.180.120 AND §8.180.130)
PARENT TRACT PARCEL CONTROL NUMBER: 15025 000006
N/F SMALL PROPERTIES LLC DEED BOOK 3579, PAGES 219-221 PLAT BY FARLEY-COLLINS ASSOCIATES DATED SEPTEMBER 23RD, 1999 LAST REVISED OCTOBER 22ND, 1999
N/F GAINESVILLE STONE CO DEED BOOK , PAGE 414
N/F ANDREW KELLY & KRISTIN C. KELLY DEED BOOK 3050, PAGE 278 PLAT SLIDE 570, PAGE 37A
N/F MARILYN OLIVER LEDBETTER DEED BOOK 8250, PAGES 239-241 PLAT BOOK 847, PAGE 95
POPLAR SPRINGS ACRES SUBDIVISION PHASE IV
LOT 18
LOT 35
LOT 36
"X" SET ON LARGE ROCK
N 79°19'00" E 503.16'
N 10°24'40" E 438.98'
N 10°24'40" E 380.91'
N 68°03'34" E 409.89'
(TOTAL) 409.89'
(DEED) N 68°04'34" E 409.89'
(PLAT) N 68°04'34" E 409.89'
N 68°03'34" E 420.89'
(TOTAL) 420.89'
(DEED) N 68°04'34" E 420.89'
(PLAT) N 68°04'34" E 420.89'
S 21°23'21" E 1324.27'
S 21°23'21" E 1324.27'
S 21°23'21" E 1324.27

HALL COUNTY
GEORGIA
We Love It all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t 770.531.6809 | f. 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garrison**

www.hallcounty.org

## Hall County Government
PLANNING AND ZONING

July 11, 2025

Rochester DCCM
425 Oak Street
Gainesville, GA 30501

Dear Applicant:

On July 7, 2025 the Hall County Planning Commission voted to approve, with conditions, the application of:

**3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage with graded aggregate base (GAB)** | Commission District 3 | **Rochester | DCCM, applicant**

Conditions:

1. Phase 1 development of the property shall be identified and approved as follows: the property shall be used only for outdoor storage of shipping containers and transportation trailers. Shipping containers shall be stacked no higher than 1 unit tall with no more than 2 units per space. No other outdoor storage as described in the Unified Development Code of Hall County shall be allowed.
2. At the end of 48 months after the date of final approval by the Board of Commissioners, the approved uses of storage of shipping containers and transportation trailers shall expire.
3. The development shall allow two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.
4. The development of the property beyond Phase 1 shall not include any proposed uses not permitted based on the regulations of the Light Industrial zoning district and the Gateway Corridor Overlay District. Such uses shall only be authorized in accordance with the process(es) identified in the Unified Development Code, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.
5. Building specifications shall be as follows for any phase beyond Phase 1 of the development:
   a. Main Building shall be concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos with a maximum height of 55 feet.
   b. The Smaller Building in the rear shall be steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40 feet.
6. There shall be a 50 foot undisturbed landscape buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to 25 feet where it intercepts the Jackson EMC easement and be located on the development side of the easement. This standard shall apply to all phases of the development.
7. There shall be a 100 foot undisturbed buffer along the southwestern property line. This standard shall apply to all phases of the development.
8. Outdoor storage areas located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the roadway frontages. Outdoor storage areas located at the rear of buildings shall not require screening. This standard shall apply to all phases beyond Phase 1 of the development.
9. The developer will utilize non-spill lighting on the site. This standard shall apply to all phases of the development.
10. The developer will install an 8 foot tall white PVC fence along the frontage adjacent to Candler Road and Dale Road at the development side of the edge of the buffer specified in condition #6 above. All other fencing may be 6 foot tall vinyl-coated chain link fence with opaque slats or alternative fencing with the same degree of opacity. This standard shall apply to all phases of the development and in accordance with the approved concept plans.
11. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances. This standard shall apply to all phases of the development.
12. To improve sight distance, the developer shall clear the corner of the site between the relocated Jackson EMC transmission line and Dale Road right-of-way.
13. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering. This standard shall apply to all phases of the development.
14. All conditions of zoning shall be made a part of any plats or construction plans created for the property.
15. Phase 1 development shall require storage areas to be paved with asphalt or concrete wherever these areas fall within 300 feet of the centerline of Candler Road. No gravel shall be permitted in these areas.
16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday.

The Planning Commission's decision on this item will be the final action taken **unless appealed.** The Planning Commission's decision regarding the above request **may be appealed** to the Hall County Board of Commissioners by filing an application and **appropriate appeal fee** with the Hall County Planning Department within thirty (30) days of the date of the Planning Commission's decision notification.

***If appealed,*** the above-referenced request will be heard by the Hall County Board of Commissioners at a public hearing on **Thursday, August 14, 2025 at 6:00 p.m.** at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

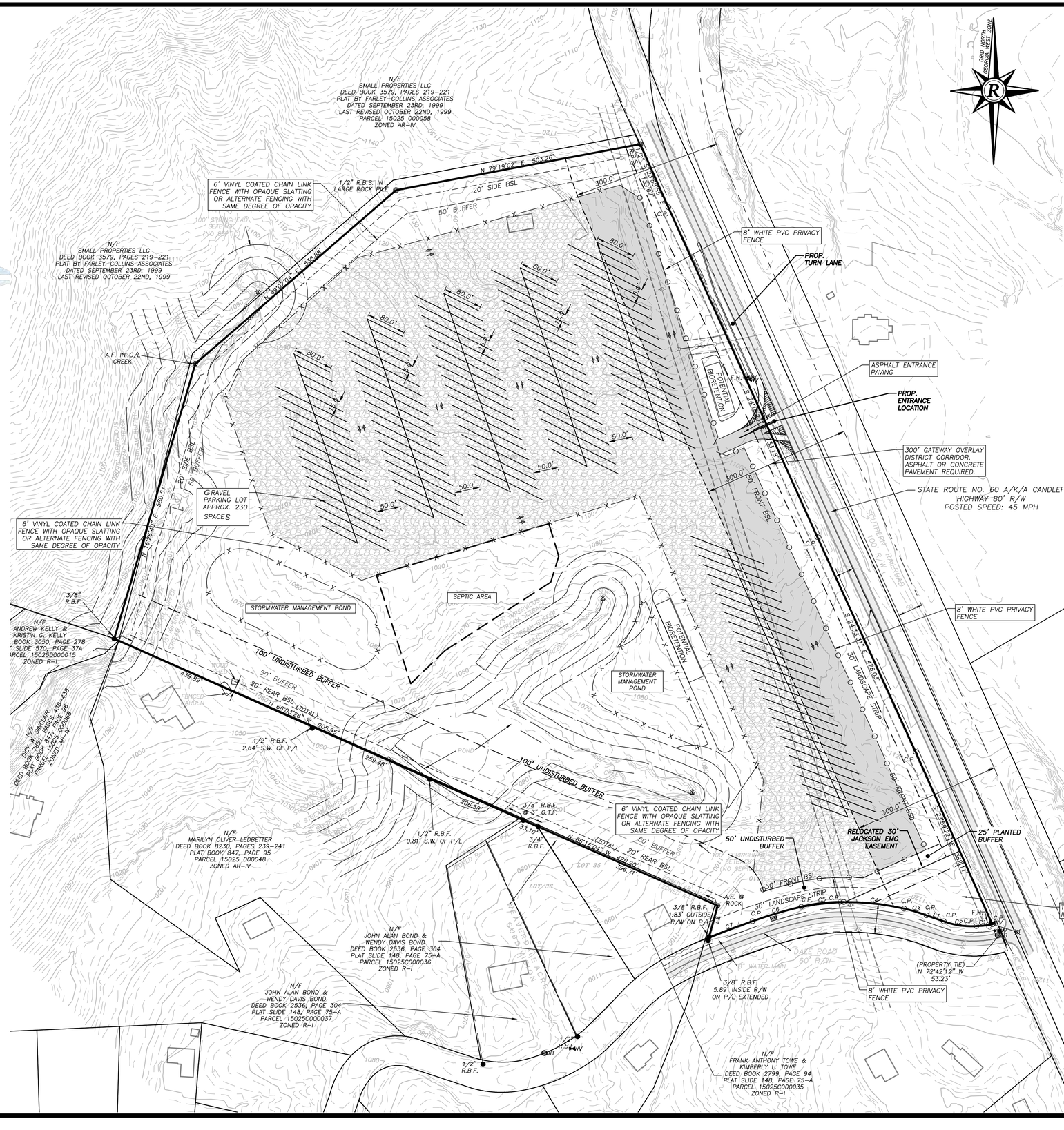
***Please remember that removal of all Public Notice signs posted on the property is your responsibility and should be removed within five (5) working days following the Planning Commission's decision.***

If you have any questions, please call this office.

Sincerely,

Beth Garmon
Director of Planning and Zoning

/ke



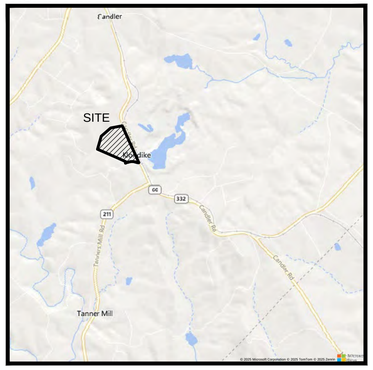

BOUNDARY IS DRAWN FROM A SUBDIVIDE SURVEY FOR JAMES SIMPSON & GREG SIMPSON BY PATTON LAND SURVEYING, LLC, DATED SEPTEMBER 28, 2021.

EXISTING ZONING: I-I (LIGHT INDUSTRIAL)
OVERLAY DISTRICT: GATEWAY CORRIDOR

### I-I DEVELOPMENT STANDARDS

| | |
|---|---|
| MINIMUM LOT AREA | 15,000 S.F. |
| MINIMUM LOT FRONTAGE | 100 L.F. |
| FRONT SETBACK | 50 L.F. |
| SIDE SETBACK | 20 L.F. |
| REAR SETBACK | 20 L.F. |
| EXTERIOR BUFFER TO R- ZONING | 50 L.F. |
| LANDSCAPE STRIP | 10 L.F. FROM R/W |
| MAXIMUM HEIGHT | PER STATE/COUNTY FIRE CODE |
| TOTAL ACREAGE | 36.9 ACRES |
| OPEN SPACE REQUIRED | 20% MINIMUM |
| PARKING RATIO | PER HALL COUNTY GUIDELINES |

### VICINITY MAP
SCALE: N.T.S.




### OWNER INFORMATION

PHONE NUMBER: (770) 231-4405
NAME: ERNEST T. LOPEZ III
EMAIL: ETLOPEZ@ATLANTAPAVING.COM
ADDRESS: CANDLER HALL LLC
2791 ELDER MILL ROAD
WATKINSVILLE, GA 30577

DCCM
Rochester
Rochester & Associates, LLC
425 Oak St NW | Gainesville, GA 30501
770.718.0600 | rochesterdccm.com

REZONING PLAN
FOR:
**ATLANTA PAVING**
**CANDLER HWY PROPERTY**
LOCATED IN
LAND LOT 1385
CANDLER DISTRICT
HALL COUNTY, GEORGIA

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | REVISIONS |

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE KNOWLEDGE AND CONSENT OF DCCM VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. A COPY OF THESE DRAWINGS ARE ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
50' 0' 100' 200'

####

SHEET 1
OF 1

DATE: 5/14/2025
SCALE: 1"=100'
JOB NO. G221191.ZON
DWG NO. ZONING.dwg
DRAWN BY: TCT

**Applicant:** ROCHESTER/DCCM

**Tax Parcel #:** 15025 000006

**Location:** 3024 DALE ROAD, GAINESVILLE GA 30507

**Commission District 3** **PC Mtg. Date: 07/07/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

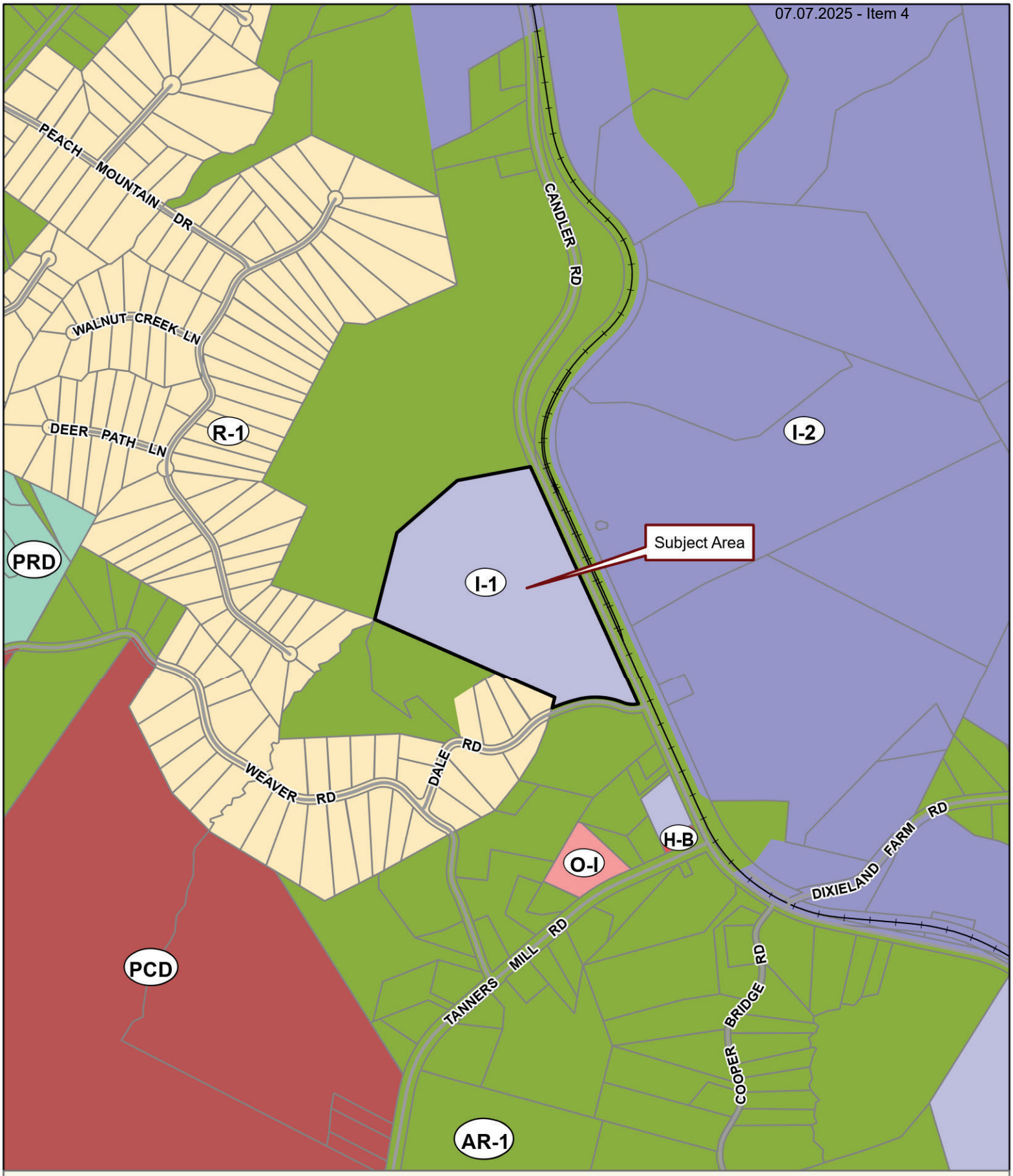
N

**Applicant:** ROCHESTER/DCCM
**Tax Parcel #:** 15025 000006
**Location:** 3024 DALE ROAD, GAINESVILLE GA 30507
**Commission District 3** **PC Mtg. Date: 07/07/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** ROCHESTER/DCCM
**Tax Parcel #:** 15025 000006
**Location:** 3024 DALE ROAD, GAINESVILLE GA 30507
**Commission District 3** **PC Mtg. Date: 07/07/2025**

0 200 400 800
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

FILED & RECORDED 02/07/2024 4:12 PM
DEED BOOK 9431 PAGES 517 - 519
FILING FEES: $25.00
PT61: 069-2024-000783 TRANSFER TAX: $1,040.00
RECORDED BY: MB
CLERK: Charles Baker, C.S.C Hall County, GA

# WARRANTY DEED

**STATE OF GEORGIA**

**COUNTY OF HALL**

**Christopher D. Elrod**
**4209 Oakwood Rd., Suite 12**
**Oakwood, Georgia 30566**

**THIS INDENTURE**, made this 7th day of February, 2024, between **WILLIAM DAVID COLLINS AND GUS EDWARD SIMPSON**, as party or parties of the first part, hereinafter called Grantor, and **CANDLER HALL 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 ($10.00) DOLLARS AND OTHER VALUABLE CONSIDERATION**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee:

**All that tract parcel of land described in Exhibit "A," attached hereto.**

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular 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**, the Grantor has signed and sealed this deed, the day and year above-written.

Signed, sealed and delivered in presence of:

**Witness**

William David Collins (SEAL)
**WILLIAM DAVID COLLINS**

**Notary Public**

Tammy E Lunsford
NOTARY PUBLIC
Hall County, GEORGIA
My Commission Expires 02/09/2026

**Witness**

(SEAL)
**GUS EDWARD SIMPSON**

**Notary Public**

Tammy E Lunsford
NOTARY PUBLIC
Hall County, GEORGIA
My Commission Expires 02/09/2026

# EXHIBIT "A"
## Description of Property

A one-half (1/2) undivided interest in all that tract or parcel of land lying and being situated in the Candler District, GMD 1385, Hall County, Georgia, and being shown and delineated on plat of survey prepared for James Simpson and Greg Simpson by Patton Land Surveying, LLC, Georgia Registered Land Surveyors, dated September 28, 2021, being more particularly described according to said survey as follows: TO FIND THE POINT OF BEGINNING, being at a P. K. nail set at the centerline intersection of State Route No. 60 a/k/a Candler Highway and Dale Road; thence North 72° 42' 12" West 53.23 feet to a calculated point on the Westerly right of way of State Route No. 60 and the Northerly right of way of Dale Road being the POINT OF BEGINNING; thence along the Northerly right of way of Dale Road in a westerly direction 553.57 feet to a point being 1.83 feet from an iron pin on outside right of way and 5.89 feet from an iron pin inside the right of way; thence leaving said right of way North 15° 24' 56" East 67.27 feet to an axle found at a rock; thence North 66° 16' 04" West 429.90 feet to an iron pin found; thence North 66° 03' 26" West 905.95 feet to an iron pin found; thence North 16° 26' 40" East 580.51 feet to an axle found in the centerline of a creek; thence North 49° 07' 04" East 536.88 feet to an iron pin set in a large rock pile; thence North 79° 19' 02" East 503.26 feet to an iron pin set on the Westerly right of way of State Route No. 60 a/k/a Candler Highway; thence along the said right of way South 23° 58' 55" East 139.67 feet to a point; thence continuing along said right of way South 24° 18' 23" East 733.18 feet to a point; thence along said right of way South 24° 33' 31" East 478.03 feet to a point; thence along said right of way South 23° 59' 22" East 382.11 feet to a point being the POINT OF BEGINNING. Containing 36.90 acres according to said survey. This being the same property as described in that Special Warranty Deed from Hanson Aggregates Southeast, LLC to James E. Simpson and Gregory S. Simpson dated October 22, 2021 and recorded in Deed Book 8973, Page 347, Hall County, Georgia Deed Records. This property is known as **3024 Dale Road and Tax Parcel 15-025-000-006** according to the 2022 system of numbering properties in Hall County, Georgia. Said property is conveyed together with and subject to all easements, covenants and restrictions of record, if any.

HALL COUNTY
GEORGIA
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# Hall County Government
BOARD OF COMMISSIONERS

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
**Richard P. Higgins**

**Kathy L. Cooper**, District 1
**Billy Powell**, District 2
**Shelly Echols**, District 3
**Jeff Stowe**, District 4

COUNTY ADMINISTRATOR
**Jock A. Connell**

ASSISTANT
COUNTY ADMINISTRATOR
**Marty Nix**

ASSISTANT
COUNTY ADMINISTRATOR
**Zachary T. Propes**

COUNTY CLERK
**Jennifer Rivera**

June 13, 2022

James E. & Greg S. Simpson
1364 Candler Road
Gainesville, GA 30507

RE: **Application to Rezone**

Dear James E. & Greg S. Simpson:

Please be advised that in its Voting Meeting on June 9, 2022, the Hall County Board of Commissioners voted to approve with conditions the following application.

Application of James E. and Greg S. Simpson to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 37.30± acre tract located on the north side of Dale Road at its intersection with Candler Road; a.k.a. 3024 Dale Road; Zoned AR-IV; Tax Parcel 15025 000006. Proposed Use: light industrial uses. Commission District 3.

Conditions:

1. The development shall conform substantially to the updated site plan.
2. The development shall be allowed two curb cuts on Candler Road, subject to GDOT approval. No driveway will be allowed on Dale Road.
3. Any proposed uses not permitted based on the regulations of the I-I and Gateway Corridors Overlay Districts shall only be authorized in accordance with the process(es) identified in the Zoning Ordinance, except as shown on the site plan and amended through final zoning conditions approved by the Board of Commissioners.
4. Applicant proposes to utilize building materials and height as follows:
    a. Main Building – concrete tilt-up construction or steel frame construction with 3-sided brick similar to submitted photos. Maximum Height of 55'.
    b. Smaller Building - steel frame construction with 3-sided brick or stone with the option of cementitious siding. The building may be one or two stories with a maximum height of 40'.
5. Applicant agrees to a 50' undisturbed buffer along the right-of-way of Dale Road, as shown on the site plan. The buffer will reduce to a 25' landscape buffer where it intercepts the re-located Jackson EMC easement and will be located on the development side of the easement.
6. Applicant agrees to a 100' undisturbed buffer along the southwestern property line, as shown on the site plan.
7. Outdoor storage areas, located within the Gateway Corridor as shown on the site plan, will be screened to Hall County buffer requirements along the

roadway frontages. Outdoor storage areas, located at the rear of buildings shall not require screening.

8. The developer will utilize non-spill lighting on the site.
9. The developer will install a 6' vinyl coated chain link fence with opaque slats or alternative fencing with the same degree of opacity along the Dale Road frontage at the development side of the edge of the buffer specified in condition #5 above and along the top of the slope of the proposed outdoor storage area, as shown on the site plan. The developer will also install a 6' vinyl coated chain link fence with opaque slats or alternative fencing with the same degree of opacity along the top of the slope on one side of outdoor storage area above the detention pond behind the main building, as shown on the site plan. All other fencing may be galvanized chain link. Installation and location of additional fencing shall be at the developer's discretion.
10. During construction of the site, the developer shall conduct any required blasting operations in accordance with all state and local ordinances.
11. To improve site distance, the developer shall clear the corner of the site, between the relocated Jackson EMC transmission line and Dale Road right-of-way, as shown on the site plan.

Please contact me if you have questions or if you require any additional information concerning this action of the Board.

Sincerely,

Jennifer Rivera

Jennifer Rivera
Hall County Commission Clerk

cc: Randi Doveton, Planning & Development Director

# 2022 Site Plan 3024 Dale Road

CONCEPT IS DRAWN FROM GIS DATA. PARCEL AREAS, BOUNDARIES, FLOOD PLAIN, STREAM LINES, AND STREAM BUFFERS ARE SUBJECT TO CHANGE.

EXISTING ZONING: AR-IV (AGRICULTURAL RESIDENTIAL IV)
PROPOSED ZONING: L-I (LIGHT INDUSTRIAL)
OVERLAY DISTRICT: GATEWAY CORRIDOR

## SIMPSON GRADING CANDLER HWY PROPERTY L-I DEVELOPMENT STANDARDS

| | |
|---|---|
| MINIMUM LOT AREA | 15,000 S.F. |
| MINIMUM LOT FRONTAGE | 100 L.F. |
| FRONT SETBACK | 50 L.F. |
| SIDE SETBACK | 20 L.F. |
| REAR SETBACK | 20 L.F. |
| EXTERIOR BUFFER TO R- ZONING | 50 L.F. |
| LANDSCAPE STRIP | 10 L.F. FROM R/W |
| MAXIMUM HEIGHT | PER STATE/COUNTY FIRE CODE |
| TOTAL ACREAGE | 36.9 ACRES |
| OPEN SPACE REQUIRED | 20% MINIMUM |
| PARKING RATIO | PER HALL COUNTY GUIDELINES |

**VICINITY MAP** **SCALE: N.T.S.**





Rochester & Associates, LLC.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com


CONCEPT PLAN FOR:
**SIMPSON GRADING CANDLER HWY PROPERTY**
LOCATED IN ### HALL COUNTY, GEORGIA

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES INC. VOIDS THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THIS PROJECT. ORIGINAL DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE
50' 0' 100' 200'

####

SHEET 1 OF 1

DATE: 12/21/2021
SCALE: 1"=100'
JOB NO. G221191.STG
DWG NO. .CNCP.dwg
DRAWN BY: ATM

Outlook

## HCPC Tentative Agenda 7.7.25

**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
**Date** Thu 6/5/2025 4:41 PM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
**Cc** Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1A/B, 3024 Dale Road, DCCM: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 2A/B, 2353 Athens Hwy: Must meet all Environmental Health commercial septic system permitting requirements as public sewer is not available to this parcel. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

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.

Outlook

## RE: July 7, 2025 Hall County Planning Commission Meeting

**From** Nembhard, Nakia L <NNembhard@dot.ga.gov>
**Date** Thu 5/29/2025 10:02 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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 morning,

Below you will find comments on proposed locations. If you have any questions please let me know.

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Rochester | DCCM, applicant**
   **(Will require coordination)**

   **(B) 3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage with graded aggregate base (GAB) |** * Commission District 3 **| Rochester | DCCM, applicant** **(Will require coordination)**

2. **(A) 2353 Athens Highway | Special Use** | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales |** ** Commission District 4 | **Morteza Modaber, applicant**
   **(Will require coordination)**

   **(B) 2353 Athens Highway | Variances to section 6.2 |** Gateway Corridor Overlay District | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Parking & landscape requirements |** * Commission District 4 | **Morteza Modaber, applicant** **(Will require coordination)**

Thanks,

**Nakia Nembhard**
*Civil Engineer 3*

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, May 29, 2025 8:58 AM
**Subject:** July 7, 2025 Hall County Planning Commission Meeting

**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, July 7, 2025** 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 **Friday, June 6, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – June 16, 2025**

**NEW BUSINESS**

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Rochester | DCCM, applicant**

   **(B) 3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax

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GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** June 6, 2025

**Subject:** July 7, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 7, 2025 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 **| Rochester | DCCM, applicant**
**(B) 3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage with graded aggregate base (GAB) |** * Commission District 3 **| Rochester | DCCM, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT permit for access is required.
c. **Utilities:** No sewer in area

2. **(A) 2353 Athens Highway | Special Use** | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales |** ** Commission District 4 | **Morteza Modaber, applicant**
**(B) 2353 Athens Highway | Variances to section 6.2 |** Gateway Corridor Overlay District | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Parking & landscape requirements |** * Commission District 4 | **Morteza Modaber, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Driveway must be upgraded to commercial and GDOT permit required.
c. **Utilities:** Gainesville sewer service area gravity sewer is 0.3 miles away on James Simpson Blvd.

Outlook

## Fire Comment

**From** John Hornick (Fire Services) <jhornick@hallcounty.org>
**Date** Thu 6/5/2025 11:15 AM
**To** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

**Monday, July 7, 2025** Hall County Planning Commission Meeting

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Rochester | DCCM, applicant**

**(B) 3024 Dale Road | Variance to section 6.2** | Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage with graded aggregate base (GAB)** | * Commission District 3 | **Rochester | DCCM, applicant**

The Hall County Fire Marshal's Office has no comments on item A or B as proposed.

**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

Outlook

## RE: July 7, 2025 Hall County Planning Commission Meeting

**From** Joseph Boyd (GHMPO) <jboyd@hallcounty.org>
**Date** Mon 6/2/2025 11:26 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Cc** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>

Hey Kaitlyn, see below for my comment:

1. Rochester/DCCM – 3024 Dale Road
    a. This parcel is along State Route 60/Candler Road, which is scheduled to be widened (GH-111B) in the long-range portion of the MPO's 2055 Metropolitan Transportation Plan. Construction is currently scheduled to occur after 2055, but the timing is fluid and could change. There are no known pre-engineering plans at this time for the applicant to reference.

**Joseph Boyd, AICP**
MPO Director
Gainesville-Hall Metropolitan Planning Organization
2875 Browns Bridge Road, Gainesville, GA 30504
(770) 297-5541 | www.ghmpo.org

GAINESVILLE-HALL
Metropolitan Planning Organization

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, May 29, 2025 8:58 AM
**Subject:** July 7, 2025 Hall County Planning Commission Meeting

Good Afternoon,

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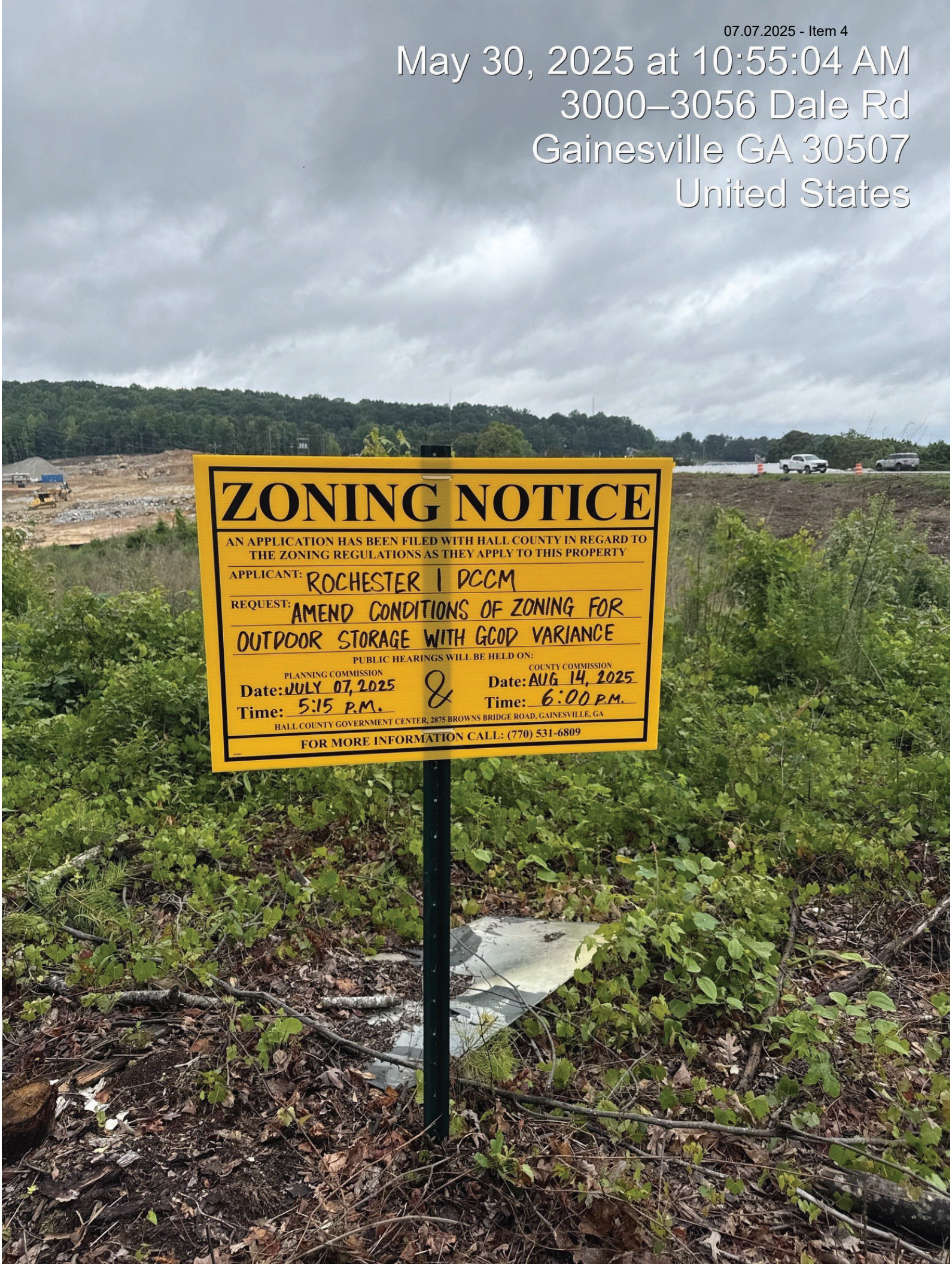
Comments are due by **Friday, June 6, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – June 16, 2025**

May 30, 2025 at 10:55:04 AM
3000–3056 Dale Rd
Gainesville GA 30507
United States



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

HALL COUNTY
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## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAY 30, 2025 AND NO LATER THAN JUNE 08, 2025.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN JUNE 08, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

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## AFFIDAVIT

**By my signature, I,** SCOTT HINCHMAN **, hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 5/30/2025 **for** ROCHEGESTER.

Please Print Name

Date

(Name application filed as)

**Signature** _____

(The original document is required)

Revised September 2021

## Jennifer Rivera (Administration)

**From:** Beth Garmon (Planning)
**Sent:** Wednesday, August 13, 2025 11:24 AM
**To:** David Gibbs (County Commission); Kathy Cooper (County Commissioner); Billy Powell (County Commission); Gregg Poole (County Commissioner); Jeff Stowe (County Commission)
**Cc:** Zachary Propes (Administration); John Gentry (Administration); Jennifer Rivera (Administration); Kaitlyn Elliott (Planning)
**Subject:** 3024 Dale Road - Proffered Conditions - BOC 8/14/25
**Attachments:** 3024 Dale Road Proffered Conditions.docx

Good morning, Commissioners.

Bradley Dunckel with Rochester | DCCM has provided the attached proffered conditions for 3024 Dale Road. Please let me know if you have any questions.

Jennifer and Kaitlyn, will you please add these to the application file?

Thank you,
Beth

**Beth Garmon**
Director of Planning and Zoning
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 Accela. Plat inquiries may be submitted to plats@hallcounty.org. Zoning and general inquiries may be submitted to planning@hallcounty.org.

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# 3024 Dale Road Tract

## PROFFERED CONDITIONS

| Planning Commission Recommendations | Applicant Proffered |
|---|---|
| Conditions 1 - 15 | Conditions 1 – 15 – NO CHANGE |
| 16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday. | 16. The hours of operation shall be limited to 6:00 am to 9:00 pm Monday through Sunday. |
| 17. NEW | 17. All refrigerated transportation trailers shall be restricted to the first parking bay closest to SR 60 |

# 3024 DALE ROAD

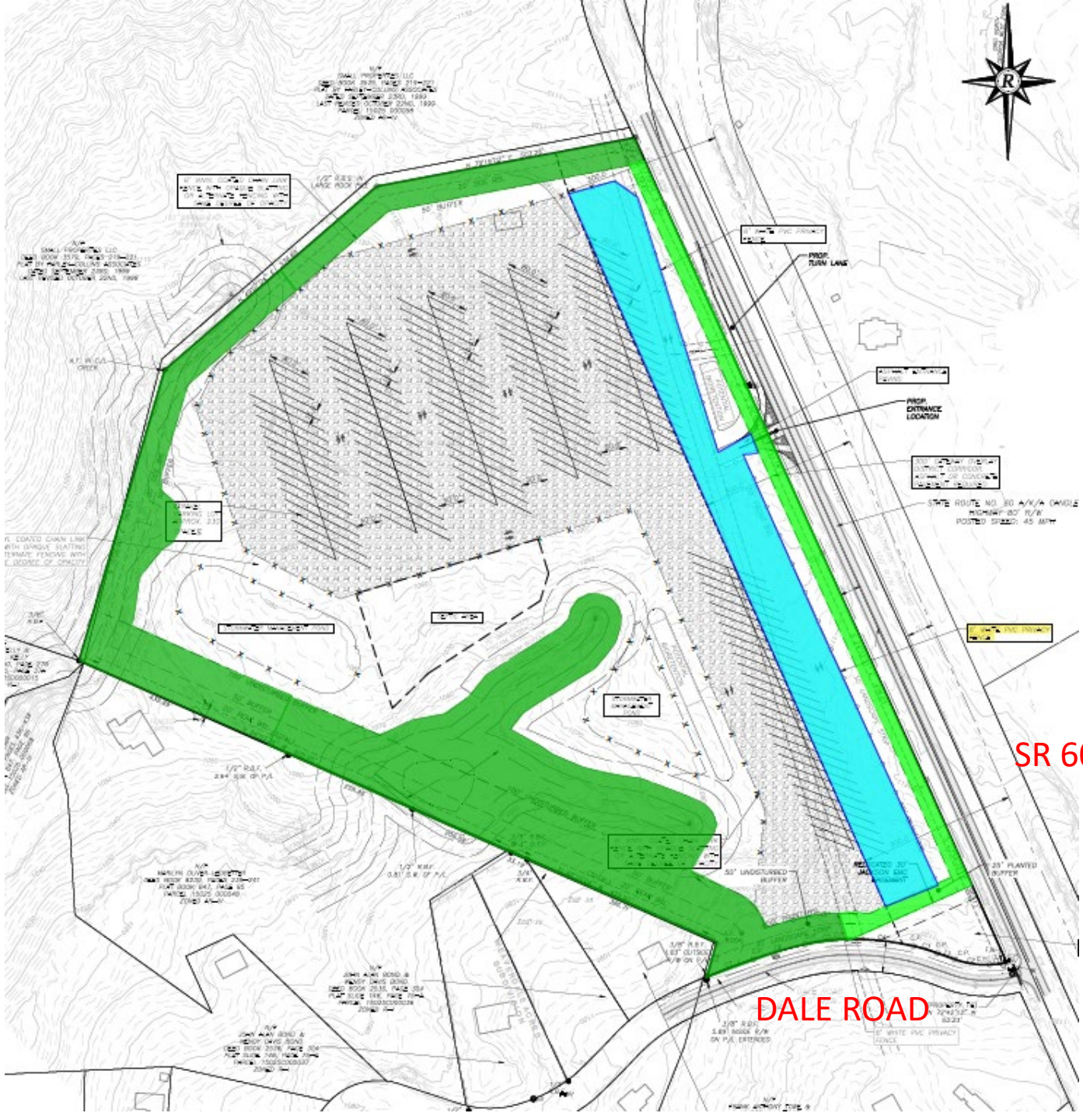
SPECIAL USE FOR OUTDOOR STORAGE

VARIANCE TO GCOD TO ALLOW FOR GAB PAVING

Rochester | DCCM

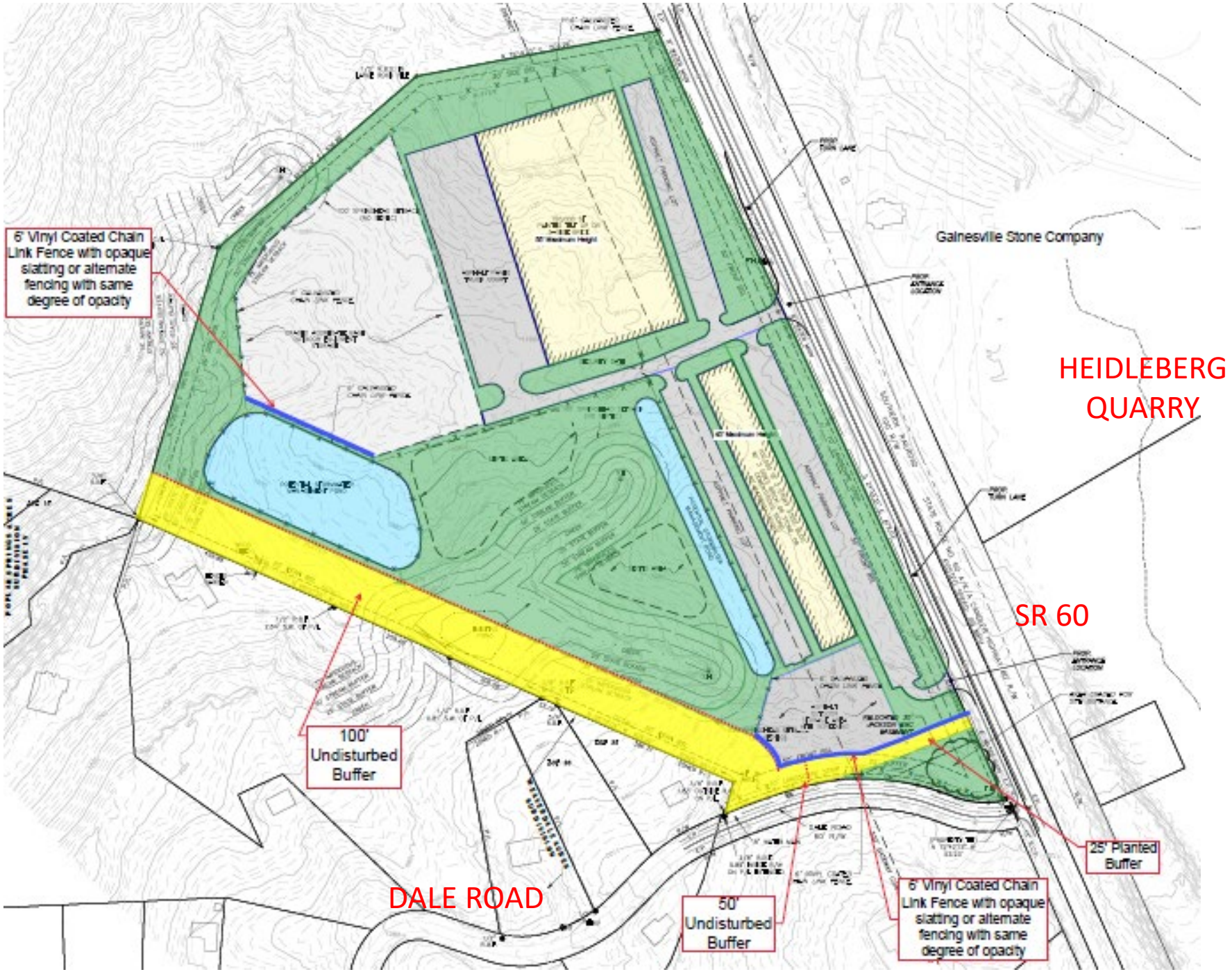
# PROPOSED CONCEPT PLAN

## PHASE 1



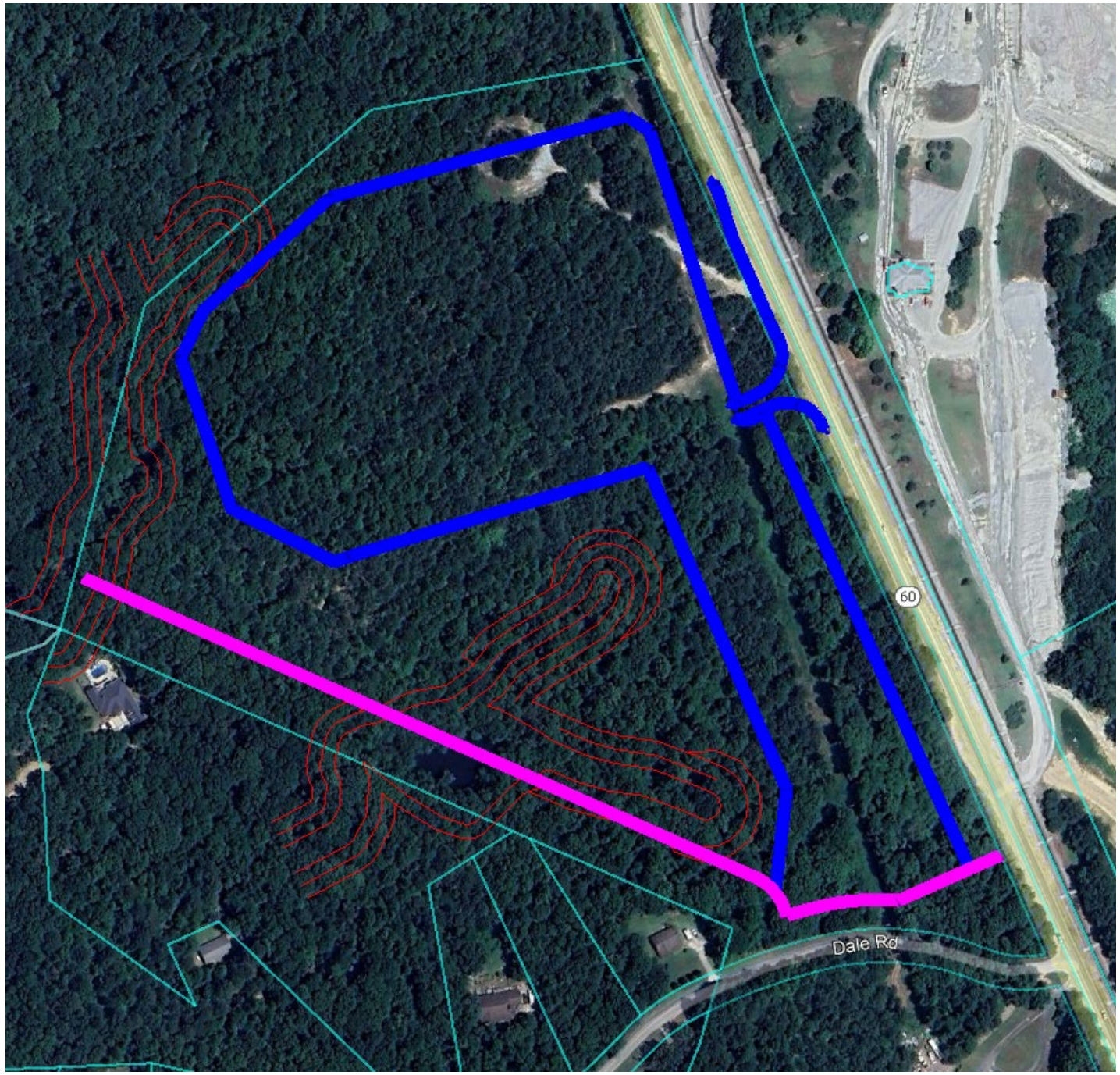
# APPROVED CONCEPT PLAN

PHASE 2



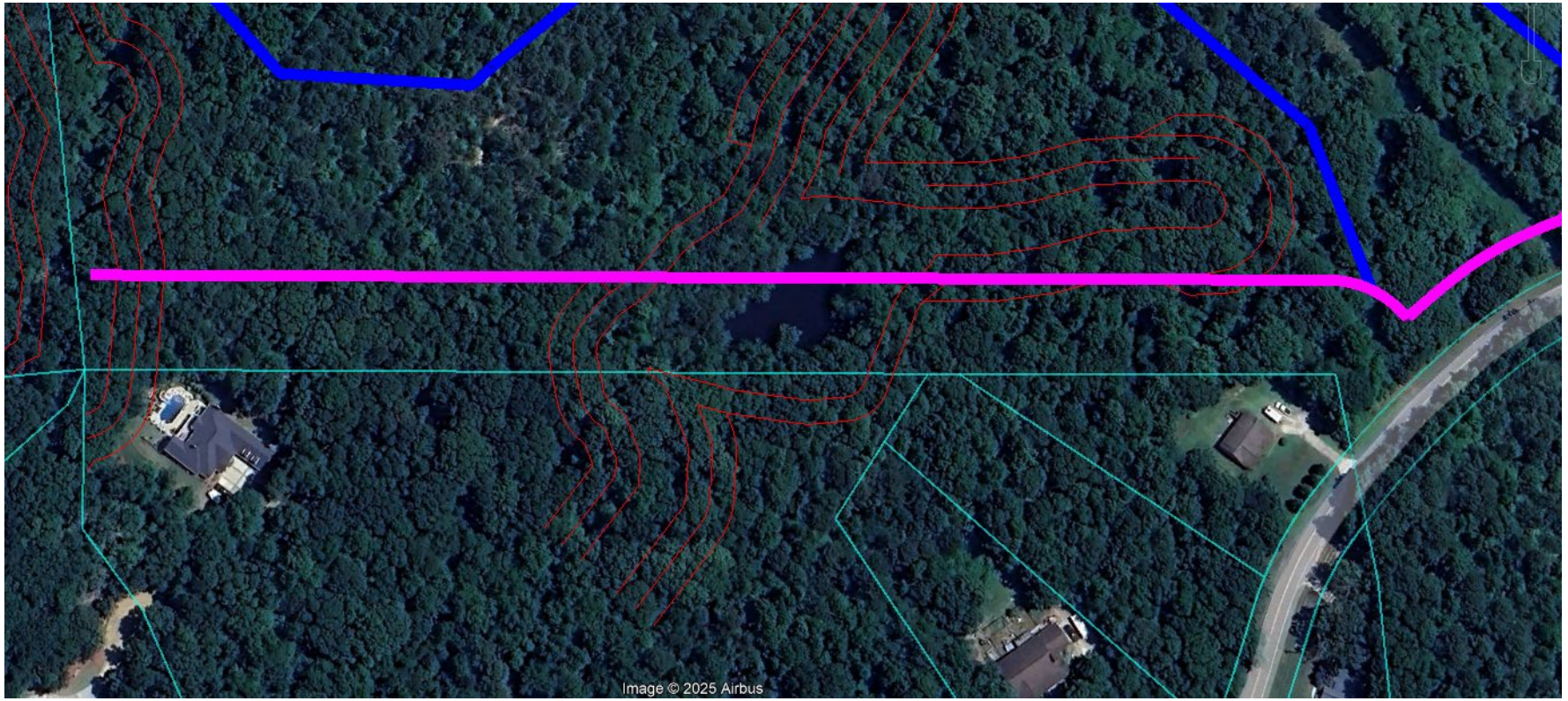
# AERIAL VIEW

## OVERALL SITE

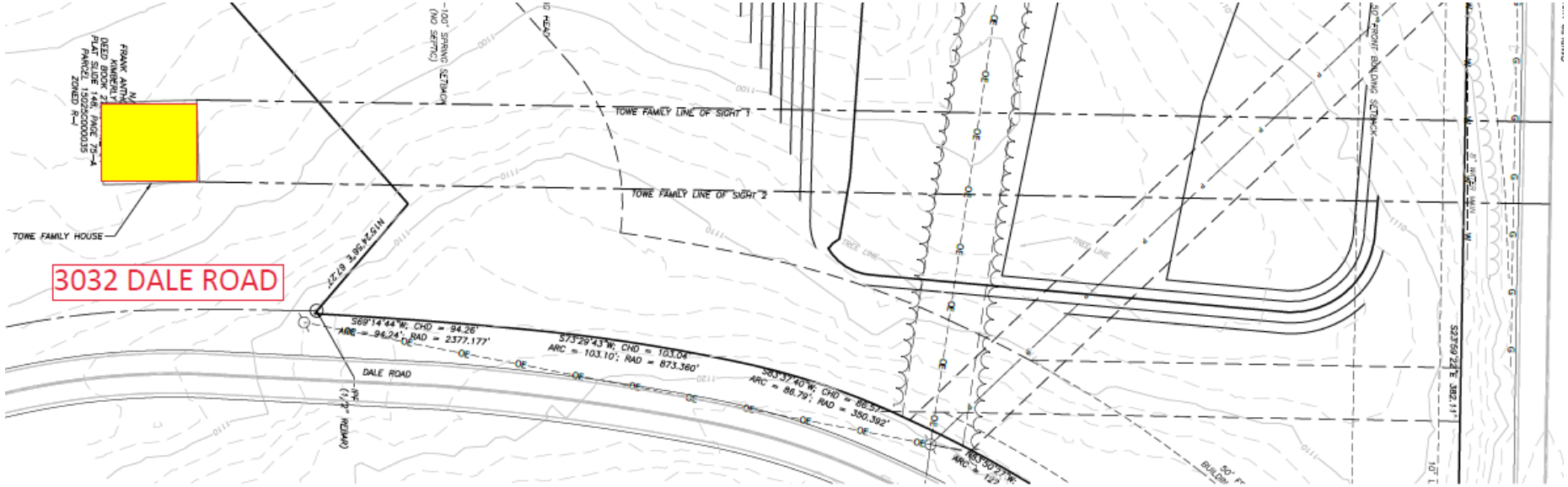


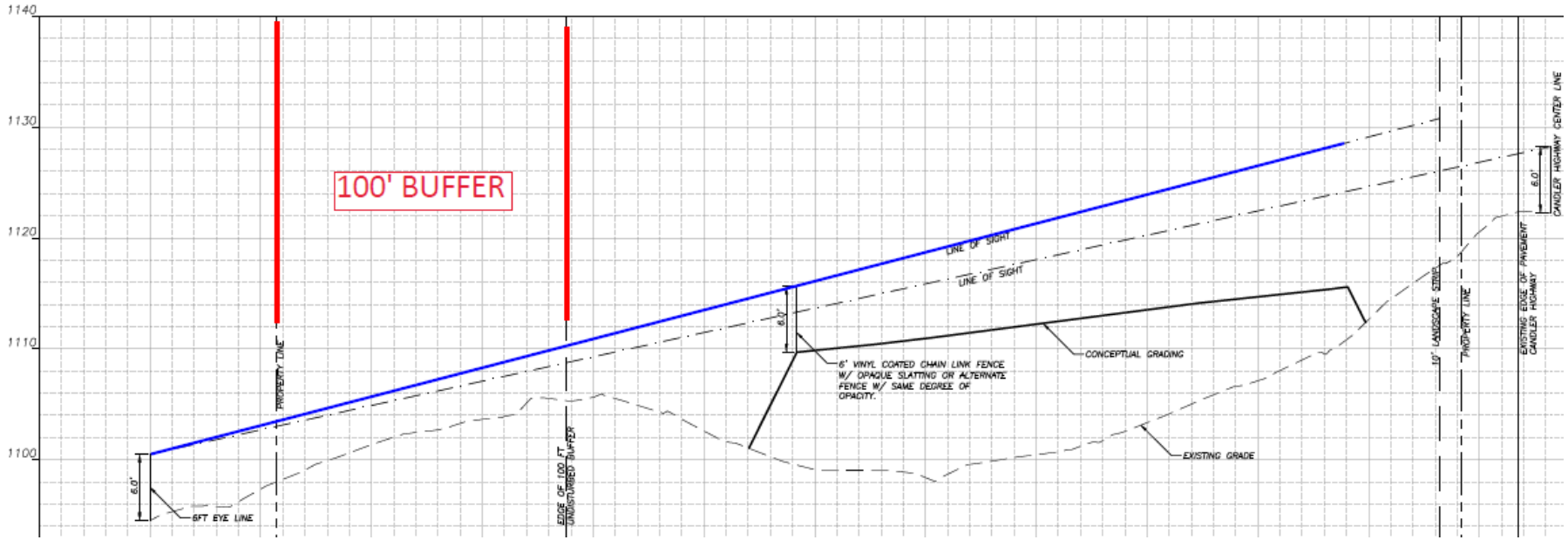
# AERIAL VIEW

ADJACENT HOMES

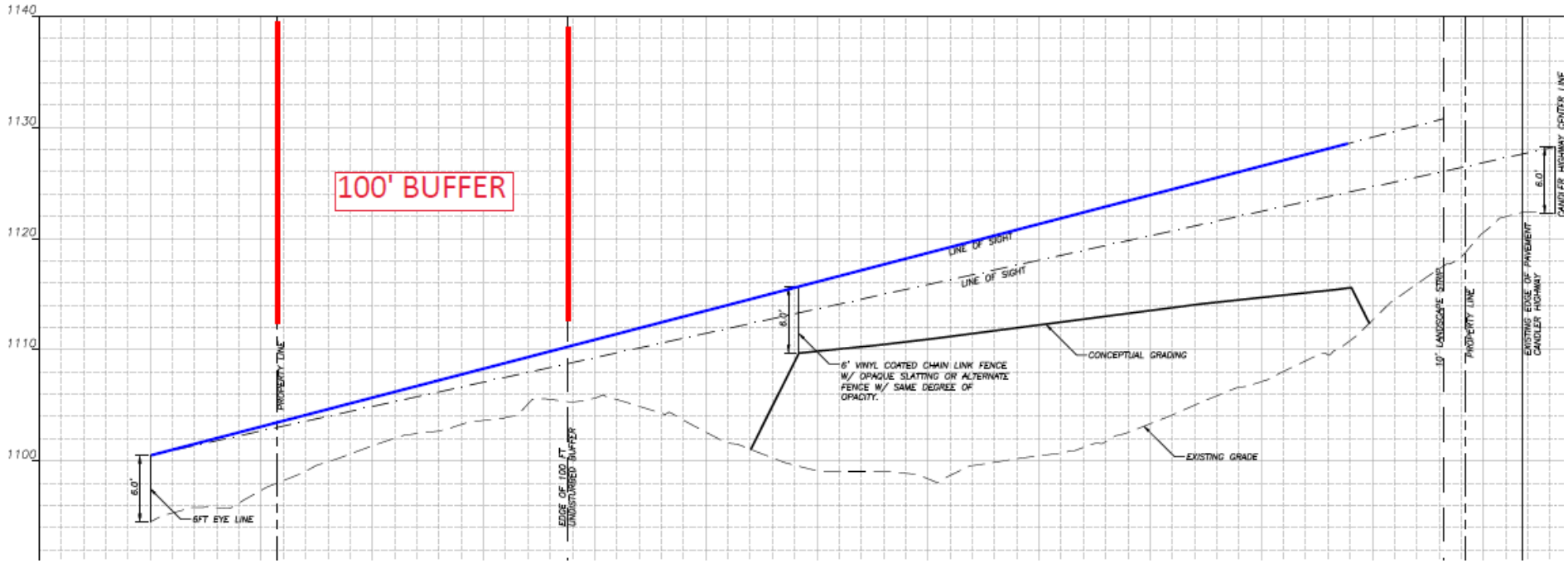


# 3032 DALE ROAD SITE LINE #1



# 3032 DALE ROAD SITE LINE #2



# PROFFERED CONDITIONS

| Planning Commission Recommendations | Applicant Proffered |
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| Conditions 1 - 15 | Conditions 1 – 15 – NO CHANGE |
| 16. The hours of operation shall be limited to 6:30 am to 7:00 pm Monday through Saturday. | 16. The hours of operation shall be limited to 6:00 am to 9:00 pm Monday through Sunday. |
| 17. NEW | 17. All refrigerated transportation trailers shall be restricted to the first parking bay closest to SR 60 |

# AGENDA ITEM

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

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 451/2025

**SUBJECT:** **3654 Thompson Bridge Road | Amend Conditions of Zoning |** on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 | **Proposed use: Financial Institution** | Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**
Approval, with conditions

1. Development is approved as generally shown on the site plan dated December 17, 2024, and described in the project narrative dated March 26, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.
2. The development shall comply with the architectural design standards as described in the project narrative, with final materials and colors approved by the Director of Planning and Development, or their designee.
3. The driveway into the property from Thompson Bridge Road (S.R. 60) will serve both the financial institution and the storage facility by utilizing a shared driveway easement.
4. An easement for shared stormwater detention facilities shall be established to serve both Tract A and Tract B.
5. Hours of operation for the financial institution shall be limited to 9:00 a.m. to 5:00 p.m., Monday through Friday; 9:00 a.m. to 12:00 p.m. on Saturdays and closed on Sundays.
6. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the northwest property line which abuts Lanier Village Estates as reflected on the site plan dated December 17, 2024.
7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.
8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

**Purpose of Request:** **History:**

**3654 Thompson Bridge Road | Amend Conditions of Zoning |** on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 | **Proposed use: Financial Institution** | Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, 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, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Board Memo
Recommendation Report
Application
Narrative
Site Plan
History Plat
Maps
Survey
Civil Plans
Deed
Legal Description
Water Availability
Environmental Health Comment
GDOT Comment
Public Works Comments
Fire Comment
Notice Sign

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PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government
PLANNING AND ZONING

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** July 28, 2025

**Subject:** **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract| Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution | Fifth Third Bank c/o Tammala Brooks, applicant**

---

The request before you is from Fifth Third Bank care of Tammala Brooks for a special use to amend conditions of zoning for a financial institution. This item is located within Commission District 2.

At their July 7, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with eight (8) conditions (4-0).**

Staff recommendation: **Approval, with conditions,** as the proposed use is consistent with the "Regional Activity Nodes and Corridors" future land use designation within the Comprehensive Plan.

**Public Comment:**

- July 7, 2025 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting**. Two (2) people spoke in favor** during the public hearing.
- June 16, 2025 HCPC: There were **no comments submitted** in advance of the Planning Commission meeting. The request was tabled to July 7, 2025.

**Planning Commission Conditions:**

1. Development is approved as generally shown on the site plan dated December 17, 2024, and described in the project narrative dated March 26, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall comply with the architectural design standards as described in the project narrative, with final materials and colors approved by the Director of Planning and Development, or their designee.

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4. An easement for shared stormwater detention facilities shall be established to serve both Tract A and Tract B.

5. Hours of operation for the financial institution shall be limited to 9:00 a.m. to 5:00 p.m., Monday through Friday; 9:00 a.m. to 12:00 p.m. on Saturdays and closed on Sundays.

6. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the northwest property line which abuts Lanier Village Estates as reflected on the site plan dated December 17, 2024.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Fifth Third Bank c/o Tammala Brooks

**Request** ..... **Special Use** |amend conditions of zoning

**Proposed Use** ..... Financial Institution

**Size** ..... 1.37± acres

**Zoning** ..... Planned Commercial Development (PCD)

**Location** ..... **3654 Thompson Bridge Road** | Tax Parcel 10104 000002

**Commission District** ..... Two

**Planning Commission Date** ..... July 7, 2025

**Staff Recommendation** ..... **Approval, with conditions,** as the proposed use is consistent with the "Regional Activity Nodes and Corridors" future land use designation within the Comprehensive Plan

**Record Number**.....HZCU25-0008

**Planning Commission Recommendation .....Approval, with conditions**

**Vote: 4-0**

***Planning Commission Conditions:***

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8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

**Excerpts from the minutes of the July 7, 2025 meeting**

***Applicant's Presentation:***

**Vamsee Polamarasetty, Planner,** presented a summary of the request.

**Anthony Ponting, 302 West Third Street, Cincinnati,** presented the request. The applicant is requesting to amend the conditions of zoning on a 1.37± acre tract zoned Planned Commercial Development (PCD) within the Gateway Corridor Overlay District (GCOD) for a financial institution. Per the narrative, the applicant is requesting to develop a bank with drive-thru banking services. The subject property was rezoned on May 26, 2022, from Agricultural Residential III (AR-III) and Residential II (R-II) to Planned Commercial Development (PCD) for a climate-controlled storage facility and medical office facility (ZON2022-00019). The rezoning approval was subject to two conditions.

***Public Forum:***

**Richard Bergen, 4514 Evening Song Lane, Gainesville,** spoke in favor. Mr. Bergen thanked the applicant for listening to the community during the preliminary project meetings and believes the bank will be a low-impact neighbor. Mr. Bergen asked for clarification if the outdoor lighting would be directed downward.

**Dustin Barrett, 1744 South Lumpkin Street, Athens,** spoke in favor. Mr. Barrett described the application as beneficial for both the developer and the community as the bank will provide a service to the community and be a low-impact neighbor to the adjacent residents.

***Planning Commission Comments:***

Mr. Braswell clarified the Gateway Corridor Overlay District (GCOD) does have standards that the applicant must adhere to which requires all lighting to be directed downward and non-spill. Mr. Braswell

thanked the applicant for selecting an underground detention pond solution as it is a great improvement to the development.

***Motion:* A motion to approve, with conditions was made by Shannon Davidson and seconded by Frank Sosebee. Vote: 4-0**

Conditions:

1. Development is approved as generally shown on the site plan dated December 17, 2024, and described in the project narrative dated March 26, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

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8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

---

**Memo to the Planning Commission**

Dear Planning Commission,

This application was tabled at the June 16, 2025 Planning Commission meeting to July 7, 2025 due to the Public Notice Sign not being posted within the state mandated window. A public hearing was not held.

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**Excerpts from the minutes of the June 16, 2025 meeting**

***Applicant's Presentation:***

**Vamsee Polamarasetty, Planner,** recommended that the application be tabled to the July 7, 2025 meeting to allow the public notice sign to be posted the required minimum of 15 days before the public hearing.

***Motion: A motion to table to July 7, 2025, was made by Stan Hunt and seconded by Frank Sosebee. Vote: 4-0 (Varner absent)***

---

**Staff recommends APPROVAL of the applicant's request, with the following conditions:**

1. Development is approved as generally shown on the site plan dated December 17, 2024, and described in the project narrative dated March 26, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The development shall comply with the architectural design standards as described in the project narrative, with final materials and colors approved by the Director of Planning and Development, or their designee.

3. The driveway into the property from Thompson Bridge Road (S.R. 60) will serve both the financial institution and the storage facility by utilizing a shared driveway easement.

4. An easement for shared stormwater detention facilities shall be established to serve both Tract A and Tract B.

5. Hours of operation for the financial institution shall be limited to 9:00 a.m. to 5:00 p.m., Monday through Friday; 9:00 a.m. to 12:00 p.m. on Saturdays and closed on Sundays.

6. An eight foot tall opaque wood fence with a ten foot landscape buffer shall be constructed along the northwest property line which abuts Lanier Village Estates as reflected on the site plan dated December 17, 2024.

7. No variances or development exceptions are granted as part of this request that are not explicitly granted herein. The development shall comply with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal and Hall County Engineering.

8. All conditions of zoning shall be made a part of any plats or construction plans created for the property.

---

**Summary Analysis**

The applicant is requesting to amend the conditions of zoning on a 1.37± acre tract zoned Planned Commercial Development (PCD) within the Gateway Corridor Overlay District (GCOD) for a financial institution. Per the narrative, the applicant is requesting to develop a bank with drive-thru banking services.

The subject property was rezoned on May 26, 2022, from Agricultural Residential III (AR-III) and Residential II (R-II) to Planned Commercial Development (PCD) for a climate-controlled storage facility and medical office facility (ZON2022-00019). The rezoning approval was subject to the following two conditions:

1. The development shall substantially conform to the submitted building elevations with colors approved by the Director of Planning and Development.
2. The building materials and architectural design shall be consistent with §17.420.050. subject to the following variances:
    a. Applicant requests that the PCD allow the property to be divided into two parcels, one to hold the medical office building (Tract A) and the other to hold the storage facility (Tract B) as depicted on the site plan. If divided, Tract A will be approximately 1.31 acres and Tract B will be approximately 4.23 acres.
    b. Hall County Ordinance 17.240.160 requires that lots abutting a divided four-lane highway have a minimum of 500 feet of frontage. The subject property has approximately 300 feet of frontage. Applicant requests a variance allowing this rezoning despite the property not having 500 feet of frontage. Applicant further requests that the variance allow for the lots to be divided as requested in the immediately preceding paragraph with the existing frontage. If divided, Tract A will have approximately 220 feet of frontage, and Tract B will have approximately 80 feet of frontage.
    c. The driveway into the property from Thompson Bridge Road (S.R. 60) will serve both the medical office building and the storage facility, for which the Applicant requests approval of a shared driveway easement. Applicant also shall request plans for interparcel access with the abutting Kroger shopping center site south of the subject property.
    d. Applicant shall request approval of shared easement for stormwater detention facilities to serve Tract A and Tract B.
    e. Applicant requests a variance from Hall County Ordinance 17.420.050.F.4. to allow up to two internally illuminated LED digital signs, with automatic change capacity, for the subject property, one for the medical office building and the other for the storage facility.
    f. Applicant requests approval of building materials consistent with the elevations provided with Applicant's rezoning and variance application. Applicant requests variance from the Hall County Ordinance 17.420.050.H.2. to allow use of materials displayed in elevations.

The subject property is currently undeveloped. A previous structure on the site was demolished (HCNEW23-0046) as part of the planned commercial development for the construction of the self-storage facility (HCNEW23-0007). A land disturbance permit (HDEV25-0071) has been submitted for the subject property for the construction of the proposed financial institution.

The surrounding properties are zoned and developed as follows:

North: Planned Commercial Development (PCD): Retirement community, Lanier Village Estates (ZON2018-00063)
East: Planned Commercial Development (PCD): Self-storage facility (ZON2022-00019)
South: Highway Business (H-B) & Planned Commercial Development (PCD): Shopping center
West: Planned Office Development (POD): Undeveloped

Per the submitted site plan and narrative, the applicant is requesting to amend conditions of the original rezoning (ZON2022-00019) to develop a 2,400 square foot bank with two lanes to provide drive-thru banking services and 14 parking spaces including 1 ADA space.

The site plan shows that access to the proposed development will be provided through the existing driveway serving the self-storage facility. The narrative states that one illuminated monument sign will be placed along Thompson Bridge Road. To provide additional screening from the adjacent residential properties, the applicant proposes an eight foot tall opaque wood fence, along the northwest property line abutting Lanier Village Estates. No changes are being proposed to the previously approved buffer, setback or development standards.

Water and sanitary sewer service will be provided by the City of Gainesville as confirmed in a letter dated April 3, 2025.

**Zoning Analysis**

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed amendments to the site plan and conditions are suitable in view of the use and development of adjacent and nearby properties.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **It is not anticipated that the proposed amendments to the development would adversely affect adjacent or nearby property.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned; however, approval from the Board of Commissioners is required to amend conditions of zoning.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **If approved, the proposed amendments are not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The zoning designation has been established by previous board action with the original approval of the development. The requested modification does not significantly impact the designated future land use of the area.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) 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 values 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.**

h) 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.**

i) 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 subject property is currently zoned Planned Commercial Development (PCD) and development of the property is currently pending the decision of the Board of Commissioners whether to amend conditions.**

j) 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; **Staff is not aware of any changing conditions affecting the use or development of the property.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **As the request is to amend zoning conditions of an existing Planned Commercial Development (PCD), this amendment does not create an isolated district unrelated to surrounding zoning.**

l) 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.**

m) Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The request is not out of scale with the needs of the immediate neighborhood or the county as a whole.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **A request to amend the conditions of zoning requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request to amend conditions could not be handled alternatively as a variance.**

p) 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.**

q) 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.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

    b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district. **The proposal meets the requirement.**

    **c.** For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

    d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared

by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated May 13, 2025, Emily McGahee stated "No comment. Public sewer."

**Georgia Department of Transportation**
In an email dated May 8, 2025, Nakia Nembhard, GDOT Civil Engineer 2, stated that GDOT coordination is required.

**Hall County Public Works and Utilities**
In a memo dated May 16, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

**Traffic:**
No comment.

**Utilities**:
Gainesville sanitary sewer service area.

**Hall County Fire Marshal**
In an email dated May 9, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's Office has no comments as proposed."

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

HALL COUNTY
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# SPECIAL / CONDITIONAL USE APPLICATION

**Applicant (Name & Mailing Address)**
Fifth Third Bank, Tammala Brooks
38 Fountain Square Plaza, MD 10903k
Cincinnati, OH 45202
Phone 513.534.0706
Email Address Tammala.Brooks@53.com

**Property Owner (Name & Mailing Address)**
Dustin Barrett
Barrett Development, 1744 South Lumpkin Street
Athens, GA 30606
Phone 706.255.5450
Email Address dustin@barrettdevelopment.net

Proposed Use Bank branch with drive through and parking.

**Contact Person (Name & Mailing Address)**
Andrew Lehman
BHDP Architecture
302 West 3rd Street, Suite 500, Cincinnati, OH 45202
Phone 513.338.1635
Email Address alehman@bhdp.com

**Status of Applicant**
- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☒ Other

**Requested Action**
Type of Request: ☐ SU ☐ CUP
Fee:$
Receipt #:
Check #:

Zoning PD
Acreage 1.38

Tax Parcel Number 10104 000002
Location Address 3654 Thompson Bridge Road, Gainesville, GA 60506

**I hereby certify that the above information and all attached information are true and correct.**

Sign [signature] Date: 4/7/25

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign _____ Date: _____

---

**Staff Use Only**

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

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

HALL COUNTY
GEORGIA
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## AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Dustin Barrett, Barrett Development

Address 1744 South Lumpkin Street, Athens, GA 30606

Phone Number 706.255.5450

Name of applicant(s) Tammala Brooks, Fifth Third Bank

Address 38 Fountain Square Plaza, MD 10903k, Cincinnati, OH 45202

Phone Number 513.534.0706

---

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person 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 before me

Dustin S. Barrett

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public

3.4.2025
Date

KAREN E PAVAO
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 03, 2027
CLARKE COUNTY, GEORGIA

GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

## BUSINESS SEARCH

BUSINESS INFORMATION

| | | | |
|---|---|---|---|
| Business Name: | **D. BARRETT INVESTMENT PROPERTIES, L.L.C.** | Control Number: | **12066733** |
| Business Type: | **Domestic Limited Liability Company** | Business Status: | **Active/Owes Current Year AR** |
| Business Purpose: | **NONE** | | |
| Principal Office Address: | **1744 S Lumpkin St, Athens, GA, 30606, USA** | Date of Formation / Registration Date: | **8/17/2012** |
| State of Formation: | **Georgia** | Last Annual Registration Year: | **2024** |

REGISTERED AGENT INFORMATION

| | |
|---|---|
| Registered Agent Name: | **Barrett, Dustin** |
| Physical Address: | **1744 S Lumpkin Street, Athens, GA, 30606, USA** |
| County: | **Clarke** |

Back

Filing History  Name History

Return to Business Search


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Report a Problem?

FIFTH THIRD BANK

## SECRETARY'S CERTIFICATE

The undersigned does hereby certify that she is the duly elected, qualified and acting Assistant Secretary of Fifth Third Bank, National Association, and the undersigned does hereby further certify that:

1. The individuals listed below have achieved the title set forth opposite his or her name and is acting in his or her capacity at this date.

| Name | Title |
|---|---|
| Lynn Blackwell | Senior Vice President |
| Thomas Neltner | Senior Vice President |
| Gloria Samuel | Senior Vice President |
| DeeDee Wiele | Senior Vice President |
| Daniel Bowman | Vice President |
| Tammala Brooks | Vice President |
| Amanda Darnell | Vice President |
| Brian Fulton | Vice President |
| DeAnn Leonard | Vice President |
| Karen Majors | Vice President |
| Randall Morrissey | Vice President |
| Chad Pendlay | Vice President |
| Thomas Quill | Vice President |
| Thomas Ross | Vice President |
| Jeff Wagner | Vice President |
| Jennifer Hume | Assistant Vice President |

2. At a meeting held and convened on February 27, 2024, the Fifth Third Bank Board of Directors adopted general resolutions of authority (the "Corporate Resolutions"). The Corporate Resolutions, attached hereto as Exhibit A, have not been modified or repealed and are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 18th day of June, 2024.

Lori G. Heilman
Assistant Secretary

FIFTH THIRD BANK

**EXHIBIT A**

**FIFTH THIRD BANK, NATIONAL BANK**

**Feburary 27, 2024**

**RESOLUTION APPROVING GENERAL AUTHORITY DELEGATION**

**RESOLVED,** that the Chairman of the Board, Vice Chairman, Chief Executive Officer, President, or any Executive Vice President, Regional President, Senior Vice President or Vice President, or any Assistant Vice President, the Cashier, Secretary or Treasurer, or any Assistant Cashier or Officer, Assistant Secretary or Assistant Treasurer, or any Branch Manager, or any other officer or employee designated by this Board of Directors or a Committee thereof, is authorized to sign loan or credit agreements, security agreements or instruments, leases, purchase or participation agreements relating to loans or leases or other extensions of credit, financing statements, and any modifications or amendments thereof, or other documents ancillary to loans and leases and other extensions of credit made by this Bank; contracts for treasury management and corporate card services and any modifications or amendments thereof, or other documents ancillary to such banking services or the collateralization thereof provided by this Bank; checks, drafts, certificates of deposit, bill of exchange, or other orders for the payment of money drawn by this Bank on any office of this Bank or its depositaries or correspondents, certification of checks, drafts and other orders for the payment of money drawn on this Bank, and endorsements on behalf of this Bank on checks drafts, bills of exchange, acceptances, bills of lading, warehouse receipts, insurance policies, and other similar documents; appointments of attorneys in fact, or proxies issued in connection with the same with or without power of substitution and with full power of revocation; to guarantee signatures on assignment of stock certificates and all other forms of securities, also to guarantee signatures on any and all other forms of documents; and to execute satisfactions and releases of mortgages or deeds of trust and other indentures, chattel mortgages and conditional sales contracts, or any other collateral, with like power to affix the corporate seal of this Bank thereto, and to acknowledge the same;

**RESOLVED,** that the Chairman of the Board, or the Vice Chairman, or the Chief Executive Officer, or the President, or any Executive Vice President, Regional President, Senior Vice President or Vice President, acting in conjunction with the Cashier, Secretary or Treasurer, or any Assistant Vice President, or any Assistant Cashier or Officer, Assistant Secretary or Assistant Treasurer, or any other officer or employee designated by the Board of Directors or its Executive Committee, is authorized to sign assignments of stocks, registered bonds, notes, mortgages, certificates of indebtedness, notes and certificates of interest in real or personal property owned by this Bank; bonds or other instruments necessary or proper to secure deposits of public or private funds, deeds, bills of sale and conveyances with or without covenants of warranty and other instruments of a similar nature in respect of real or personal property owned by this Bank; mortgages, deeds of trust, security agreements, pledge agreements, financing statements, satisfactions, and releases of mortgages and other indentures in respect of real or personal property owned by this Bank; contracts, license agreements, leases perpetual or for terms of years for personal or real property and with privilege and obligation of purchase letters of credit issued by this Bank, with power to affix the corporate seal of this Bank thereto and to acknowledge the same;

FIFTH THIRD BANK

**RESOLVED FURTHER,** that notwithstanding the foregoing, the authority conferred by the above resolutions is hereby restricted to exclude any person who, as an officer of the Bank, would otherwise have been authorized to act, in all situations in which that officer, or any member of his immediate family, shall have any existing or potential economic interest, any existing or potential tax relationship, or any existing or potential conflict of interest, with respect to any trust in which the officer is grantor, settlor, beneficiary or trustee, it being the intent of this restricting resolution to authorize only officers of the Bank who shall have no individual interest in the subject matter of the proposed fiduciary action; specifically, no officer who shall have created any interest subject to fiduciary action by the Bank, or who shall hold any power over such interest, including a beneficial interest, created by another shall have any authority to act on behalf of the Bank with respect to that interest;

**RESOLVED FURTHER**, that any act of any director or officer of the Bancorp or Bank and of any person designated or authorized to act by the Board of Directors or any officer of the Bancorp or Bank, which act would have been authorized by the foregoing resolutions except that such act was taken prior to the adoption of such resolutions is hereby ratified, confirmed, approved, and adopted as the act of the Bancorp or Bank, respectively; and

**RESOLVED FURTHER**, that the officers of the Bancorp and Bank be, and each are hereby, authorized, directed, and empowered to perform all other acts and things as in such officer's opinion may be necessary or appropriate to carry out the intent and purposes of the foregoing resolutions.

PLANNING AND DEVELOPMENT DEPARTMENT
[illegible] BROWNS BRIDGE ROAD GAINESVILLE GA [illegible]
MAILING ADDRESS PO BOX [illegible] GAINESVILLE GA [illegible]
[illegible]

HALL COUNTY

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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 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:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** [signature] **Date:** _____

**Applicant's/Owner's Name (Printed):** Dustin S. Barrett

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD GAINESVILLE GA 30504
MAILING ADDRESS PO BOX 1435 GAINESVILLE GA 30503
770-531-6509 | F 770-531-3902

HALL COUNTY

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---

I hereby certify that I have read the above and that:

I have**____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** _____ **Date:** 3/7/25

**Applicant's/Owner's Name (Printed):** GLORIA SANDS

BHDP

March 26th, 2025

Fifth Third Bank – Thompson Bridge
3654 Thompson Bridge Rd., Gainesville, GA 60506
Project Narrative.

Project Narrative for a Bank Branch in Hall County, Georgia.

**Existing zoning and overlay districts:** The existing property is situated within a Planned Commercial Development (PCD) zoning district, with a Gateway Corridors Overlay District (GCOD).

**Proposed Use:** The site is in Hall County near Gainesville Georgia. The proposed use of the property is to establish a full-service bank branch that will provide a range of financial services to the community, including personal banking, business banking, and financial advising. Currently, the site is approved for a medical office building; however, the proposed use will have to change to allow a bank. This process will require the approval from the Board of Commissioner. The proposed bank will be a 2400 square foot building with two drive through lanes. One lane with a VAT Tube and a night drop box, and the other shall have an ATM. All services except the VAT tube shall be available twenty four hours per day. The bank will be open from 9AM to 5PM on weekdays and 9AM-12PM on Saturdays, and there will be private meeting rooms for client consultations.

**Proposed Standards for Development:** The development will adhere to all zoning regulations, including setback requirements to ensure compliance and maintain neighborhood aesthetics. The site prior to Fifth Third was a vacant gas station that has recently been demolished. After the demolition of the gas station a self-storage facility was built to the rear of the lot. In the scope of the self-storage facility a drive connection to the existing development to the south containing Wendys and Kroger was also built as well as the curb cut for the Fifth Third Out lot. The proposed Fifth Third Out lot is known as Tract A and is 1.71 Acres. The zoning of tract A requires a thirty-foot front setback, ten-foot rear setback, twenty-foot side setback and a ten-foot landscape buffer. To the south is the drive to the self-storage facility and connection to Wendys and Kroger. To the west is Thompson Bridge Rd (S.R 60), to the east is the self-storage facility and to the north there is a residential lot. To screen the storage facility and Fifth Third from the residential lot there is an eight-foot wooden fence as well as landscape plantings. The parking lot will accommodate 16 vehicles, including one designated ADA accessible space including an adjacent accessible striped area.

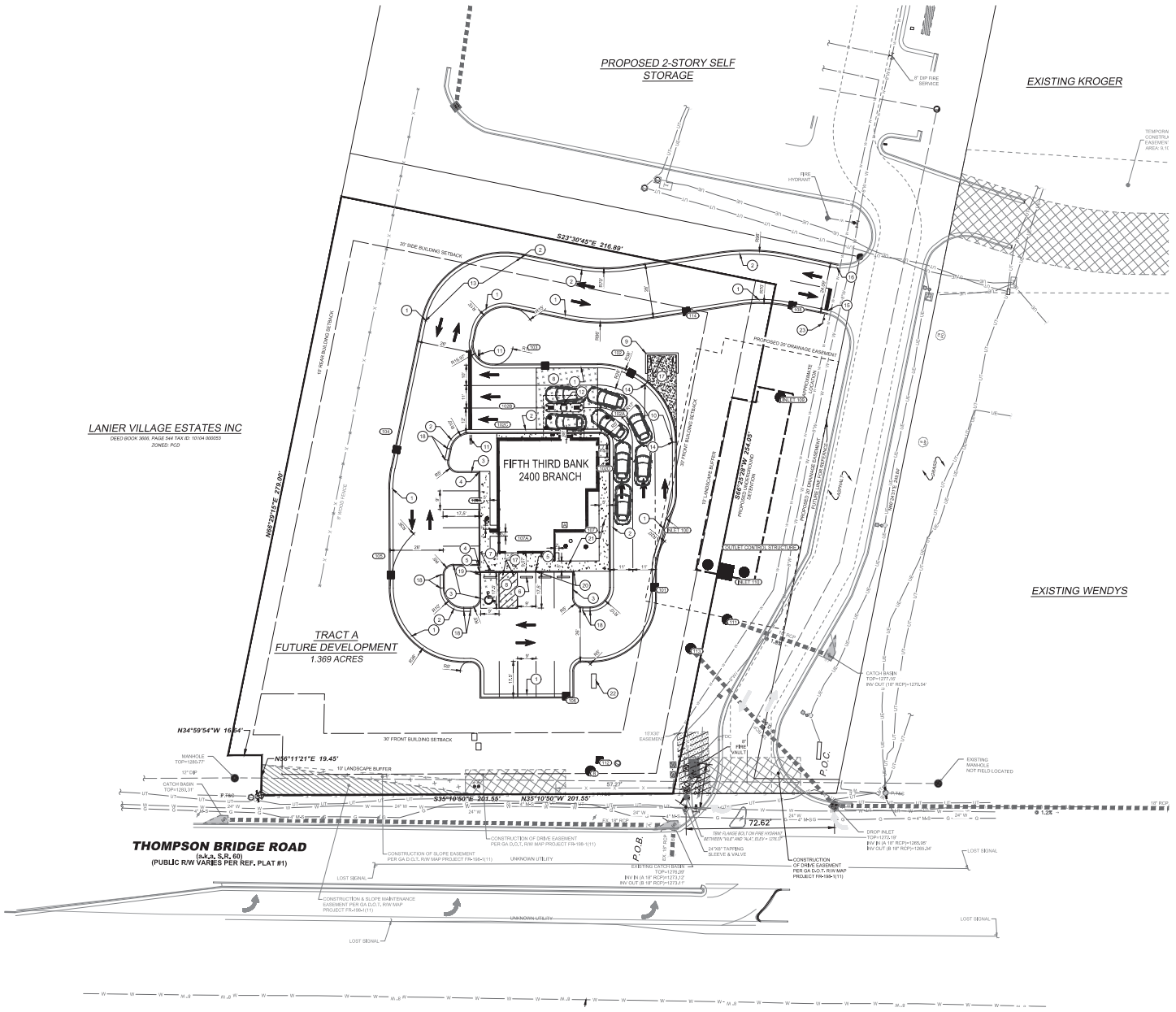
**Proposed Signs and Specifications:** The bank will feature a singular monument sign along Thompson Bridge Road, designed to comply with local sign ordinances. The sign will be tastefully illuminated and incorporate the bank's branding while maintaining a height and size that is harmonious with the surrounding environment. There are also building signs and directional signs all complying with sign code.

**Proposed Lighting:** Exterior lighting will be strategically placed to enhance safety and security while minimizing light pollution. Downward-facing LED fixtures will be used to illuminate parking areas and walkways, ensuring adequate visibility without impacting neighboring properties.

**Provisions for Water, Wastewater Disposal, and Storm Run-Off:** The bank branch water and sanitary services shall tap into the existing mains along Thompson Bridge Rd. The water service will have a domestic water meter and an irrigation meter. These are located on the exterior of the building between the parking lot and the right-of-way. During the self-storage construction an above ground detention pond was built on Tract A; but due to site constraints Fifth Third filled in the pond and replaced it with an underground chamber system which will meet location stormwater regulations.

**Plans for protecting abutting properties (buffers):** The architectural design will reflect modern aesthetics, featuring sustainable materials and energy-efficient systems. To ensure minimal impact on neighboring properties, the project will include landscape buffers consisting of native trees and shrubs along the property boundaries. These buffers will provide visual screening and noise reduction, contributing to the privacy and enjoyment of adjacent properties.

Sincerely,
**Andrew Lehman**
Program Manager
302 W. Third Street, Suite 500
Cincinnati, OH 45202
513.265.2670
BHDP Project No.: FIF22.21




## PROPOSED LEGEND

- CURB INLET
- YARD DRAIN
- STORM SEWER CLEANOUT
- SANITARY SEWER CLEANOUT
- ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE
- STANDARD DUTY CONCRETE COLORED BLACK
- CONCRETE WALK

## CODED NOTES

1. CATCH CURB AND GUTTER
2. THROW CURB AND GUTTER
3. BARRIER CURB
4. CONCRETE WALK WITH INTEGRAL CURB
5. CONCRETE WALK WITH FLUSH CURB
6. CONCRETE WHEEL STOP, TYP
7. ADA PARKING SIGN
8. CONCRETE TO BE COLORED BLACK
9. PROPOSED DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS
10. DEPRESSED CURB AND GUTTER
11. DOUBLE SIDED STOP SIGN AND DO NOT ENTER SIGN
12. ATM ISLAND, SEE ARCHITECTURAL PLAN FOR DETAILS
13. TRANSITION FROM THROW CURB TO CATCH CURB
14. TRANSITION FROM CATCH CURB TO DEPRESSED CURB
15. TRANSITION FROM CATCH CURB TO MATCH EXISTING
16. TRANSITION FROM THROW CURB TO MATCH EXISTING
17. PROPOSED BOLLARDS
18. TRANSITION FROM THROW CURB AND GUTTER TO FLUSH
19. TRANSITION BARRIER CURB FROM FLUSH TO FULL HEIGHT OVER 1'
20. CONCRETE WALK WITH FLUSH CURB TO TRANSITION TO CONCRETE WALK WITH INTEGRAL CURB. SEE SHEET C600 FOR SPOT ELEVATIONS
21. CONCRETE WALK
22. PROPOSED MONUMENT SIGN LOCATION. FINAL LOCATIONS TO BE COORDINATED WITH SIGN PACKET.
23. PROPOSED STOP SIGN

**SITE INFORMATION**

| | |
|---|---|
| ZONING: | PCD WITH GATEWAY CORRIDORS OVERLAY DISTRICT (GCOD) |
| PROPOSED PARKING: | |
| STANDARD: | 13 |
| HC ACCESSIBLE: | 1 |
| TOTAL PARKING: | 14 |
| REQUIRED: | 11 (MIN)<br>14 (MAX) |
| QUEUE SPACES: | |
| QUEUE REQUIRED: | NO QUEUE REQUIREMENT SPECIFIED IN ZONING CODE, 4 PROVIDED |

*NOTE:*
*UNDERGROUND UTILITIES ARE PLOTTED FROM A COMPILATION OF AVAILABLE RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES CANNOT BE VERIFIED. PLEASE NOTIFY THE GEORGIA UTILITY PROTECTION SERVICE AT 811 OR 1-800-282-4032 BEFORE ANY PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.*

GEORGIA811

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| No. | Issue/Revision/Submission | Date |
|---|---|---|
| 1. | SITE AND PERMIT | 01.16.2025 |

BHDP ARCHITECTURE
CINCINNATI
COLUMBUS
RALEIGH
CHARLOTTE
www.bhdp.com

THE KLEINGERS GROUP, 8219 CENTRE PARK DRIVE
SCHAEFER, 537 EAST PETE ROSE WAY, SUITE 400
HEAPY ENGINEERING, 1400 W. DOROTHY LANE

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINESVILLE, GA 30506

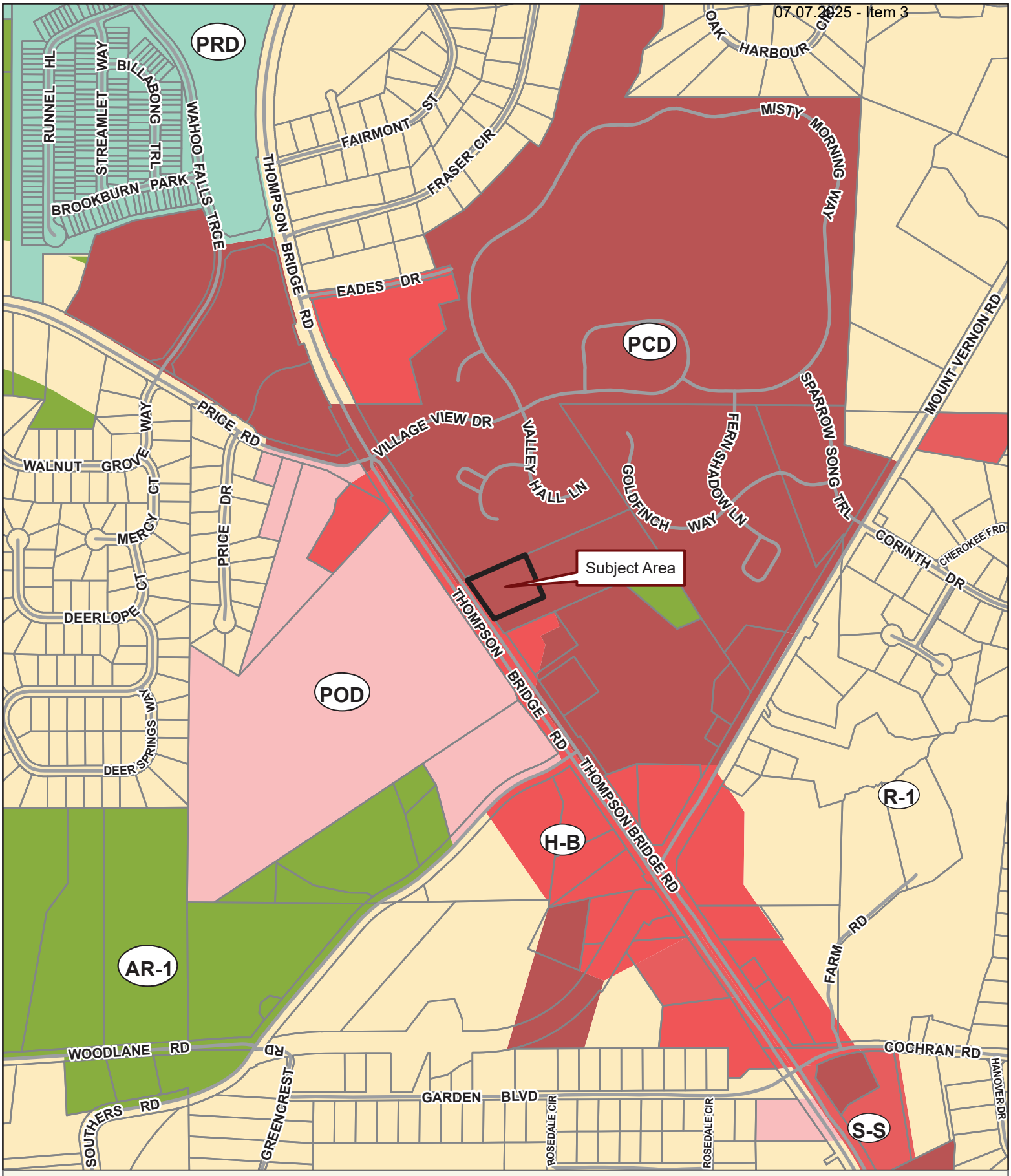
SITE PLAN

07.07.2025 - Item 3

| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

1 OF 1

07.07.2025 - Item 3

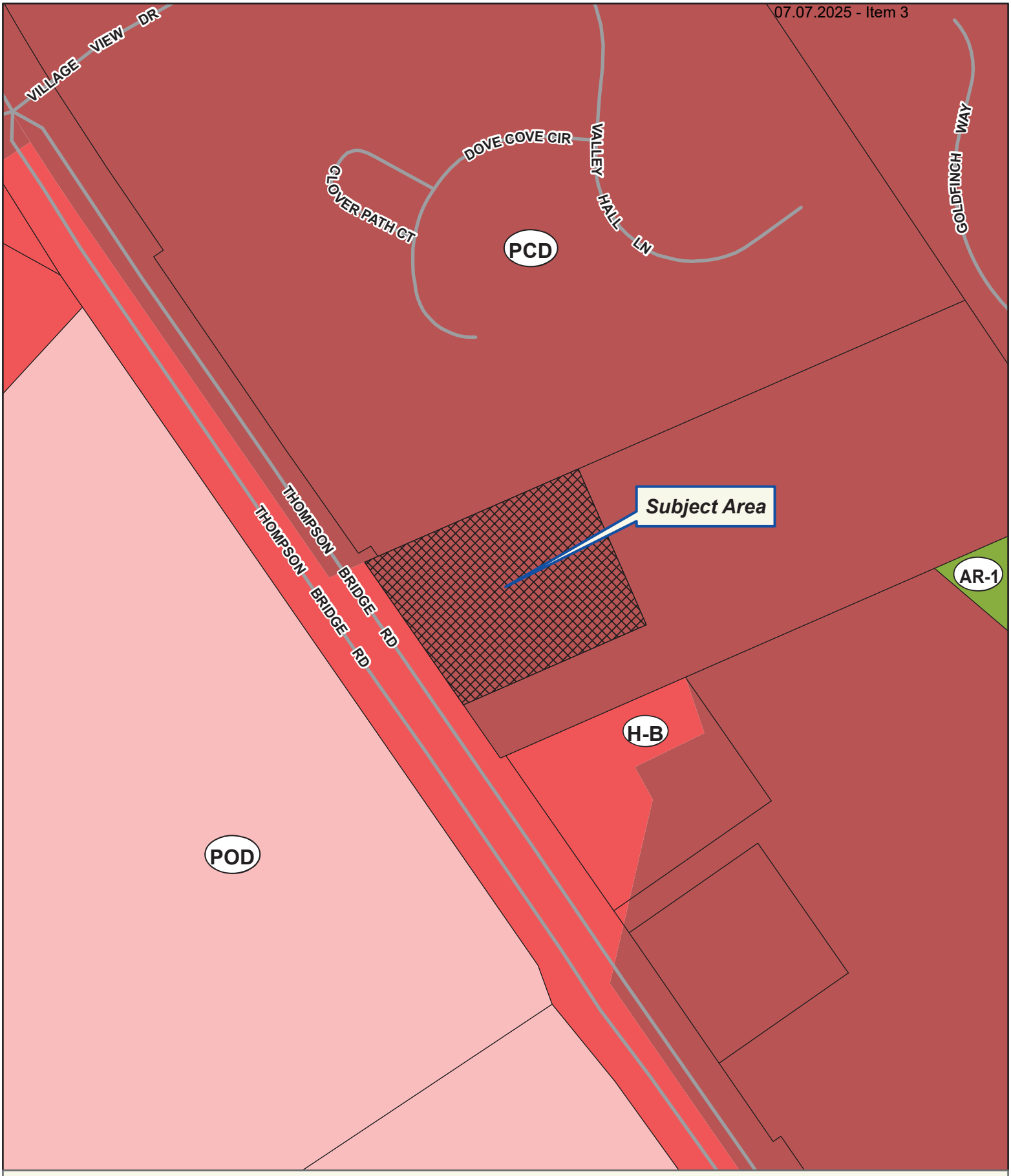



**Applicant:** FIFTH THIRD BANK C/O TAMALA BROOKS
**Tax Parcel #:** 10104 000002
**Location:** 3654 THOMPSON BRIDGE ROAD, GAINESVILLE GA 30506
**Commission District 2** **PC Mtg. Date: 06/16/2025**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** FIFTH THIRD BANK C/O TAMALA BROOKS
**Tax Parcel #:** 10104 000002
**Location:** 3654 THOMPSON BRIDGE ROAD, GAINESVILLE GA 30506
**Commission District 2** **PC Mtg. Date: 06/16/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

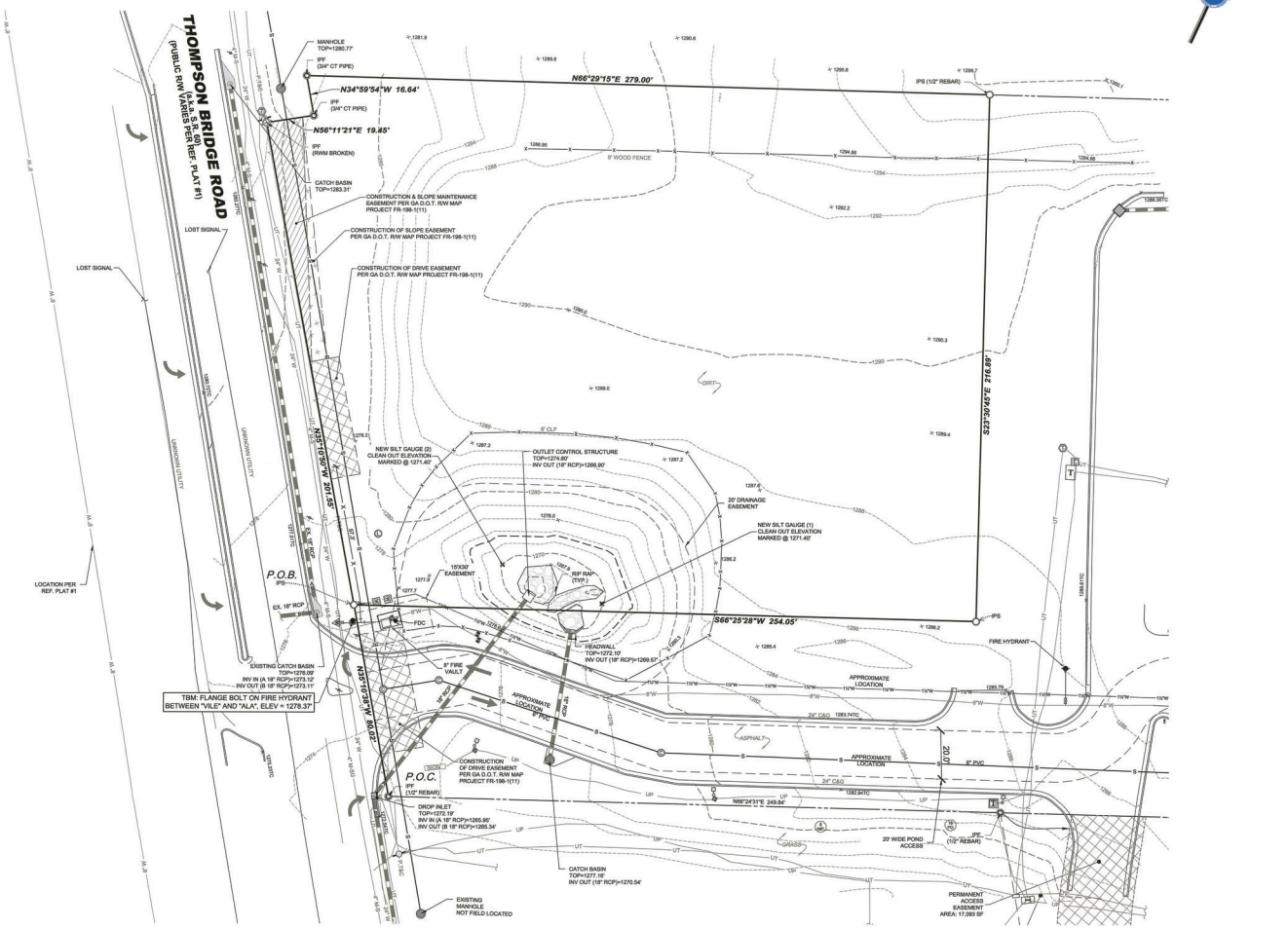
**Applicant:** FIFTH THIRD BANK C/O TAMALA BROOKS
**Tax Parcel #:** 10104 000002
**Location:** 3654 THOMPSON BRIDGE ROAD, GAINESVILLE GA 30506
**Commission District 2** **PC Mtg. Date: 06/16/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N

THIS BOX RESERVED FOR
THE CLERK OF THE SUPERIOR COURT




## TREE LEGEND

| | |
|---|---|
| MP | MAPLE TREE |
| OA | OAK TREE |
| PO | POPLAR TREE |

## LEGEND

| | |
|---|---|
| | MAILBOX |
| X 000.0 | GROUND ELEVATION |
| --1062-- | CONTOUR ELEVATION |
| | SIGN |
| | TEMPORARY BENCHMARK |
| C&G | CURB AND GUTTER |
| | IRON PIN FOUND (AS NOTED) |
| | 1/2" REBAR SET W/CAP(S)PS) |
| | NAIL FOUND |
| | RIGHT OF WAY MONUMENT |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| RB | REBAR |
| FND | FOUND |
| CONC | CONCRETE |
| TC | TOP OF CURB |
| EOP | EDGE OF PAVEMENT |
| CLF | CHAIN-LINK FENCE |
| | ELECTRIC BOX |
| | ELECTRIC METER |
| | TRANSFORMER |
| | POWER POLE |
| DIP | DUCTILE IRON PIPE |
| PVC | POLYVINYL CHLORIDE PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| | SANITARY SEWER MANHOLE |
| | SANITARY SEWER LATERAL |
| | CLEANOUT |
| | CATCH BASINS |
| | DROP INLET |
| | STORM SEWER MANHOLE |
| | HEADWALL |
| | SQUARE OUTLET CONTROL STRUCTURE |
| | TELEPHONE BOX |
| | IRRIGATION CONTROL VALVE |
| | POST INDICATOR VALVE |
| | WATER METER |
| | FIRE DEPARTMENT CONNECTION |
| | FIRE HYDRANT |
| | WATER VALVE |
| | WATER VALVE MONUMENT |
| --- X --- | FENCE LINE |
| | STORM SEWER LINE |
| --UC-- | UNDERGROUND CABLE |
| --P,T&C-- | OVERHEAD POWER TELEPHONE & CABLE |
| --UT-- | UNDERGROUND TELEPHONE |
| --UG-- | UNDERGROUND GAS |
| --UW-- | UNDERGROUND WATER |

## SANITARY SEWER NOTES

All cleanout locations are approximate based on Ref Plat #1 no evidence of cleanouts found at time of field work.

## LANDLORD PLAN NOTES

1. Lessee shall be responsible for all other work required to build Lessee's improvements including, but not limited to all site work, construction of its building, lighting, parking lot, landscaping and all applicable signage.
2. Lessee will be responsible for connecting to all utilities including any and all connection fees and/or taps.

## LOCATION MAP

NOT TO SCALE

## SITE ADDRESS

3654 Thompson Bridge Road
Gainesville GA, 30506

## SITE AREA

Total = 59,645 square feet or 1.369 acres

## REFERENCE PLATS

1. Construction Plans for Gainesville Storage prepared by Travis Pruitt & Associates, Inc., dated 6/8/2021 and last revised 3/8/2023. (FN: 215-E-096)
2. Minor Subdivision Plat for D. Barrett Investments Properties, L.L.C. prepared by Travis Pruitt & Associates, Inc., dated 3/14/2023. (FN: 217-E-089)
3. Exhibit A - Water & Storm As-Built Survey of Gainesville Storage for Barrett Development Group, by Travis Pruitt and Associates Inc. dated 07/16/2024. (FN:218-E-163)

## SURVEY NOTES

1. This plat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.
2. The survey shown hereon was prepared without benefit of any abstract of title; therefore, Travis N. Pruitt, Jr. and Travis Pruitt & Associates, Inc. makes no guarantees or representations regarding information shown hereon pertaining to easements, rights of way, setback lines, agreements, reservations, and other similar matters.
3. Unless otherwise specified, all distances shown are horizontal ground distances.
4. The project horizontal datum is relative to the North American Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, Georgia West Zone. The vertical datum is relative to the North American Vertical Datum of 1988 (NAVD88) using the National Geodetic Survey (NGS) Geoid 12A.
5. By graphic plotting only, this property Does Not lie within a 100 year Flood Hazard Zone and is depicted as zone(s) X as defined by the FEMA Flood Insurance Rate Map of Hall County, Georgia and Incorporated areas, Map Number 13139C0180G, effective date 04/04/2018.
6. No common observable evidence of cemeteries, burial grounds or isolated gravesites were found during the course of the survey.
7. No observable evidence that the site was used as a solid waste dump, sump or sanitary landfill.
8. The Property has direct vehicular and pedestrian access to Thompson Bridge Road (a.k.a S.R. 60), a dedicated public right of way, as shown on the survey.
9. No wetland delineation markers were observed at the time of the survey.
10. No buildings observed at time of field work.
11. There is observable evidence of earth moving work, but no observable building construction or building additions at the time of the survey.
12. No observable evidence or proposed changes in right of way made available to the surveyor.
13. No observable evidence of recent street or sidewalk construction or repairs.
14. Information regarding the reputed presence, size, character and location of existing underground utilities and structure is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structure not shown may be encountered. The owner, his employees, his consultants and his contractors shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information.
15. Underground utility research, field markings, size and character of material has been provided by MC Utility Surveying, LLC on 09/19/2024.

## CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67.

This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based, was performed using a eGPS 20TL dual frequency receiver with network adjusted real time kinematic measurements referenced to the eGPS network. The GPS survey included redundant measurements with positional accuracy better than 0.07'.

This map or plat has been calculated for closure and is found to be accurate within one foot in 136,704 feet.

To The Kleingers Group:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6 (a), 7 (b), 8, 9, 11 (b), 13, 19 (5,000,000) of Table A thereof. The fieldwork was completed on 09/13/2024.

9/20/24

TRAVIS N. PRUITT, JR. — Date
Georgia Professional Land Surveyor No. 2809
For the Firm Travis Pruitt & Associates, Inc.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***Travis Pruitt & Associates, Inc.***
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| NO | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 8 | | | |
| 7 | | | |
| 6 | | | |
| 5 | | | |
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |

REVISIONS


4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-0721
Fax: (770) 416-6789
www.travispruitt.com


Certificate of Authorization Number 613

ALTA/NSPS LAND TITLE SURVEY

# 3654 THOMPSON BRIDGE RD

AUTHORIZED BY: THE KLEINGERS GROUP

LAND LOT 184 • 15TH DISTRICT • HALL COUNTY • GEORGIA

GRAPHIC SCALE: 1 INCH = 40 FEET

0 20 40

GEORGIA REGISTERED LAND SURVEYOR No. 2809 TRAVIS N. PRUITT

9/20/24
For The Firm
Travis Pruitt & Associates, Inc.

This survey was prepared in conformity with the Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

PLAT DATE: 09/20/2024
FIELD DATE: 9/13/2024
SCALE: 1" = 20'
JN: 1-24-0438.600
FN: 219-E-021
SHEET NO: 1 of 1

07.07.2025 - Item 3

# FIFTH THIRD THOMPSON BRIDGE

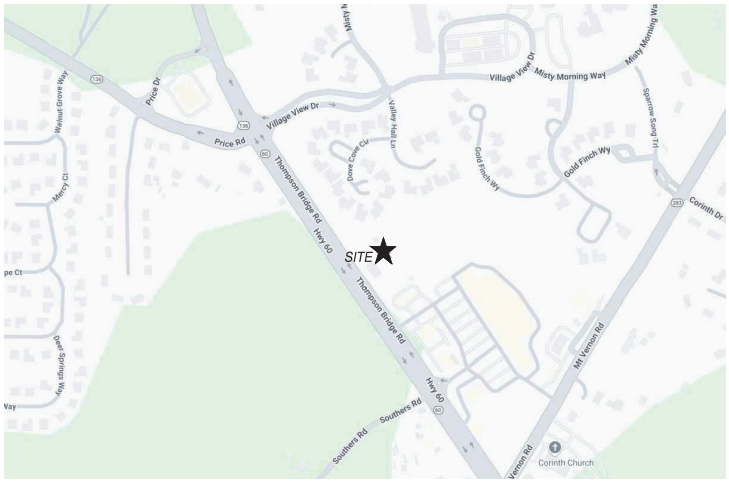
## 3654 THOMPSON BRIDGE ROAD

HALL COUNTY, GEORGIA

TAX PARCEL ID: 10104 000002

Sheet List Table

| Sheet Number | Sheet Title |
|---|---|
| C000 | COVER SHEET |
| C100 | GENERAL NOTES AND DETAILS |
| C101 | UTILITY DETAILS |
| C200 | SURVEY BASEMAP |
| C300 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C400 | LOCATION PLAN |
| C500 | UTILITY PLAN |
| C501 | UTILITY PROFILES |
| C600 | GRADING PLAN |
| L100 | TREE PROTECTION / LANDSCAPE PLAN |
| IR100 | IRRIGATION PLAN |
| IR200 | IRRIGATION DETAILS |
| IR300 | IRRIGATION DETAILS |




SITE INFORMATION

| | |
|---|---|
| EXISTING CONDITION: | VACANT GRASSED LAND DRAINING TO ABOVE GROUND DETENTION POND |
| PROPOSED CONDITION: | BANK WITH ASSOCIATIVE PARKING DRAINING TO UNDERGROUND DETENTION CHAMBERS |
| EARTHWORK QUANTITIES: | CUT ~ 2,280 CY<br>FILL ~ 2,240 CY |
| ADJACENT PROPERTIES: | COMMERCIAL STORAGE FACILITY AND RESIDENTIAL HOUSING, ALL ZONED PCD |
| ZONING: | PCD (C) - PLANNED COMMERCIAL DEVELOPMENT WITH GATEWAY CORRIDOR OVERLAY |
| SITE AREA: | 1.37 ACRES |
| TAX PARCEL ID: | 10104 000002 |
| IMPERVIOUS COVERAGE: | 41% |
| DISTURBED AREA: | 1.17 ACRES |

REQUIRED MINIMUM PARKING COUNT
4.5 SPACES PER 1,000 SF = 11 SPACES

REQUIRED MINIMUM PARKING COUNT
125% OF MINIMUM = 14 SPACES

PROVIDED PARKING
STANDARD PARKING = 13 SPACES
HANDICAP PARKING = 1 SPACES
TOTAL PROVIDED = **14 SPACES**

OWNER/APPLICANT
FIFTH THIRD BANK RETAIL
38 FOUNTAIN SQUARE PLAZA
MD 10903K
CINCINNATI, OHIO 45202

CIVIL ENGINEER
THE KLEINGERS GROUP
6219 CENTRE PARK DRIVE
WEST CHESTER, OH 45069
513-779-7851

SURVEYOR
TRAVIS PRUITT AND ASSOCIATES, LLC.
4317 PARK DRIVE, SUITE 400
NORCROSS, GEORGIA 30093
770-416-7511

GEORGIA811

*NOTE:*
*UNDERGROUND UTILITIES ARE PLOTTED FROM A COMPILATION OF AVAILABLE RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES CANNOT BE VERIFIED. PLEASE NOTIFY THE GEORGIA UTILITY PROTECTION SERVICE AT 811 OR 1-800-282-4332 BEFORE ANY PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.*

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| No. | Issue/Revision/Submission | Date |
|---|---|---|
| 1. | BID AND PERMIT | 01.16.2025 |

BHDP ARCHITECTURE
2950 BOULEVARD SUITE 3 SUITE 400
CINCINNATI, OH 45202
PHONE: 513.271.2534

BHDP
CINCINNATI
COLUMBUS
RALEIGH
CHARLOTTE
www.bhdp.com

THE KLEINGERS GROUP, 6219 CENTRE PARK DRIVE
SCHAEFER, 537 EAST PETE ROSE WAY, SUITE 400
HEAPY ENGINEERING, 1400 W. DOROTHY LANE

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD,
GAINSEVILLE, GA 30506

COVER SHEET

07.07.2025 Item 3

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE048273 DOUGLAS WOOD 12/1/2025

Project Manager: DTW
Drawn: LAK
Checked: MAG
Drawing Date: 12.17.2024
Project Number: 240106.001

C000

## GENERAL NOTES

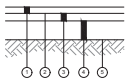
1. THE CITY OF GAINSEVILLE, HALL COUNTY, AND THE CURRENT EDITION OF THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION CONSTRUCTION MANUAL (GDOT CM), INCLUDING ALL SUPPLEMENTS, SHALL GOVERN ALL MATERIALS AND WORKMANSHIP INVOLVED IN THE IMPROVEMENTS SHOWN ON THIS PLAN. IGNORE REFERENCES TO MEASUREMENT AND PAYMENT IN THE GDOT CM UNLESS NOTED OTHERWISE. IN THE CASE OF CONFLICTS BETWEEN THE GDOT CM AND THE HALL COUNTY REQUIREMENTS, THE HALL COUNTY REQUIREMENTS SHALL PREVAIL.
2. THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES OR STRUCTURES PRIOR TO CONSTRUCTION TO VERIFY THE VERTICAL AND HORIZONTAL EFFECT ON THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL CALL, TOLL FREE, GEORGIA 811 (811 OR 800-282-4332) 48 HOURS PRIOR TO CONSTRUCTION AND SHALL NOTIFY ALL UTILITY COMPANIES WHO ARE NON-MEMBERS OF THE GEORGIA 811 SERVICE AT LEAST 48 HOURS PRIOR TO WORK IN THE VICINITY OF THEIR UNDERGROUND LINES.
3. CONTRACTOR SHALL OBTAIN A PERMIT FOR ALL CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH LOCAL, STATE, & FEDERAL REGULATIONS.
4. THE CONTRACTOR IS TO PERFORM ALL INSPECTIONS AS REQUIRED BY THE GEORGIA DEPARTMENT OF PUBLIC HEALTH FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT AND FURNISH OWNERS REPRESENTATIVE WITH WRITTEN REPORTS.
5. THE CONTRACTOR IS REQUIRED TO VISIT THE SITE AND FULLY INFORM THEMSELVES CONCERNING ALL CONDITIONS AFFECTING THE SCOPE OF THE WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THEM FROM ANY RESPONSIBILITY IN THE PERFORMANCE OF THE CONTRACT.
6. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR EXPENSES INCURRED DUE TO SOIL CONDITIONS, GROUNDWATER, AND/OR ROCK EXCAVATION, ALL OF THESE ITEMS SHALL BE INCLUDED IN THE PRICE BID FOR THE PROJECT.
7. THE COST OF ALL DEWATERING REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT SHALL BE INCLUDED IN THE PRICE BID FOR THE PROJECT.
8. THE DIRECT OR INDIRECT DISCHARGE OR PUMPING OF UNFILTERED SEDIMENT-LADEN WATER INTO THE STORM DRAINAGE SYSTEM OR WATERCOURSE IS ILLEGAL AND PROHIBITED
9. ANY WELL, WELL POINT, PIT, OR OTHER DEVICE INSTALLED FOR THE PURPOSE OF LOWERING THE GROUND WATER TO FACILITATE CONSTRUCTION OF THIS PROJECT SHALL BE PROPERLY ABANDONED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF GAINESVILLE UNIFIED LAND DEVELOPMENT CODE OR IN ACCORDANCE WITH THE PROVISIONS OF THIS PLAN AS DIRECTED BY THE DIRECTOR OF PUBLIC UTILITIES OR HIS REPRESENTATIVE.
10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO THE OZNR FOR THE REGISTRY, MAINTENANCE AND ABANDONMENT OF ANY WITHDRAWAL DEVICE USED IN CONSTRUCTION OF THIS PROJECT.
11. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT AND/OR FACE OF CURB, UNLESS OTHERWISE NOTED.
12. ALL SITE SIGNAGE, STRIPING COLOR AND WIDTH SHALL BE PER THE GDOT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
13. ALL EXISTING PAVEMENTS, WALKS, CURBS, ETC. SHALL BE SAWCUT BEFORE REMOVAL. IF, DURING CONSTRUCTION, THE PAVEMENT, WALKWAY, CURB, ETC. IS DAMAGED BEYOND THE ORIGINAL SAWCUT, THE DAMAGED AREA SHALL BE RECUT TO NEAT LINES AS DIRECTED BY THE ENGINEER. PAYMENT FOR SAWCUTTING SHALL BE INCLUDED IN THE PRICE BID FOR THE PROJECT.
14. THE CONTRACTOR SHALL SAWCUT EXISTING PAVEMENT TO PROVIDE A SMOOTH VERTICAL FULL DEPTH BUTT JOINT BETWEEN THE EXISTING PAVEMENT OR CURB AND THE PROPOSED PAVEMENT. CONTRACTOR SHALL LOCATE SOUND PAVEMENT EDGE AND CUT AND TRIM PAVEMENT TO A NEAT LINE. INCLUDE THE COST OF PAVEMENT REMOVAL AND DISPOSAL IN THE PRICE BID FOR THE PROJECT.

## GRADING NOTES

1. CONTRACTOR TO REMOVE TREES AND CLEAR AREAS AS NECESSARY TO PERFORM ALL SITE WORK INCLUDING GRADING AND UTILITY WORK.
2. PROTECTION OF EXISTING TREES AND VEGETATION: PROTECT EXISTING TREES AND OTHER VEGETATION INDICATED TO REMAIN IN PLACE AGAINST UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS, SKINNING OR BRUISING OF BARK, SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION MATERIALS OR EXCAVATED MATERIALS WITHIN DRIP LINE, EXCESS FOOT OR VEHICULAR TRAFFIC, OR PARKING OF VEHICLES WITHIN DRIP LINE. PROVIDE TEMPORARY GUARDS TO PROTECT TREES AND VEGETATION TO BE LEFT STANDING.
3. ALL ELEVATIONS SHOWN ARE FINISHED GRADE ELEVATIONS.
4. SITE BUILDING PAD EXCAVATION AND CONSTRUCTION TO BE PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. BUILDING PAD PREPARATION SHALL BEGIN BY CLEARING & STRIPPING UNSUITABLE MATERIAL FROM PAD SITE. THEN PLACE & COMPACT BACKFILL MATERIAL AT GEOTECHNICAL ENGINEER'S AND ARCHITECT'S RECOMMENDATIONS. ALL BACKFILL MATERIAL MUST BE ACCEPTABLE TO THE GEOTECHNICAL ENGINEER.
5. ALL FILL UNDER PAVEMENT SHALL BE COMPACTED TO THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR BALANCING THE SITE EARTHWORK ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR BURY/BORROW PITS AS NEEDED TO BALANCE THE SITE. GEOTECH AND ENGINEER MUST APPROVE AREAS PRIOR TO BURY/BORROW OPERATIONS. AS-BUILT OF BURY/BORROW PIT WILL BE REQUIRED AT COMPLETION OF CONTRACTOR WORK AND MUST BE SUBMITTED TO THE CONSTRUCTION MANAGER.
7. CONTRACTOR SHALL IMPLEMENT ALL SOIL AND EROSION CONTROL PRACTICES REQUIRED BY HALL COUNTY AND THE GEORGIA DPH.
8. ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO FINAL GRADE AND ARE TO REMAIN SO, SHALL BE SEEDED AND MULCHED AS SOON AS PRACTICAL IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. IF NO SPECIFICATIONS ARE SUPPLIED, USE GDOT.
9. CONTRACTOR TO LAYOUT BUILDING BASED ON ARCHITECTURAL/FOUNDATION PLANS. SITE PLAN IS FOR CONCEPTUAL PURPOSES ONLY.

## UTILITY NOTES

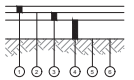
1. ALL DRAIN TILE AND STORM SEWERS DAMAGED, DISTURBED OR REMOVED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED WITH THE SAME QUALITY PIPE OR BETTER, MAINTAINING THE SAME GRADIENT AS EXISTING. THE DRAIN TILE AND/OR STORM SEWER SHALL BE CONNECTED TO THE CURB SUBDRAIN, STORM SEWER SYSTEM OR OUTLETTED INTO THE ROADWAY DITCH AS APPLICABLE. REPLACED DRAIN TILE/STORM SEWER SHALL BE LAID ON COMPACTED BEDDING EQUAL IN DENSITY TO SURROUNDING STRATUM. REPLACEMENT SHALL BE DONE AT THE TIME OF THE BACKFILL OPERATION. COST OF THIS WORK TO BE INCLUDED IN THE PRICE BID FOR THE PROJECT.
2. ALL EXISTING UTILITIES KNOWN TO EXIST HAVE BEEN SHOWN ON THESE PLANS IN THEIR APPROXIMATE LOCATION. PRIOR TO THE BEGINNING OF CONSTRUCTION OR EARTH MOVING OPERATIONS, THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF THE UTILITIES SHOWN. THE CONTRACTOR IS ALSO RESPONSIBLE FOR THE PROTECTION AND/OR RELOCATION OF ANY UTILITIES THAT MAY EXIST AND ARE NOT SHOWN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE RELOCATION AND/OR PROTECTION OF ANY UTILITIES AS REQUIRED BY THE PLAN WITH THE OWNER OF THE AFFECTED UTILITY.
4. UTILITY POLES WITHIN INFLUENCE OF THE UTILITY OPERATIONS SHALL BE REINFORCED BY THE UTILITY COMPANY PRIOR TO THESE CONSTRUCTION ACTIVITIES. NOTIFICATION OF THE UTILITY COMPANY PRIOR TO CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. COMPACTED FILLS ARE TO BE MADE TO A MINIMUM OF THREE FEET ABOVE THE CROWN OF ANY PROPOSED SEWER PRIOR TO CUTTING OF TRENCHES FOR PLACEMENT OF SAID SEWERS. ALL FILLS SHALL BE CONTROLLED, COMPACTED, AND INSPECTED BY AN APPROVED TESTING LABORATORY OR AN INSPECTOR FROM THE APPROPRIATE GOVERNMENTAL AGENCY.
6. CONTRACTOR TO REPLACE ANY PAVEMENT OR UTILITIES DAMAGED WHICH ARE NOT SPECIFIED TO BE REMOVED ON THESE PLANS.
7. ALL CATCH BASINS PLACED WITHIN THE PAVEMENT SHALL HAVE HEAVY DUTY FRAMES AND GRATES AND CONFORM TO ADA REQUIREMENTS.
8. ADJUST ALL EXISTING CASTINGS AND CLEANOUTS WITHIN PROJECT AREA TO GRADE AS REQUIRED.
9. ALL CATCH BASINS WITH DEPTH GREATER THAN 4.5' SHALL BE PROVIDED WITH STEPS. STEPS SHALL MEET THE REQUIREMENTS OF GDOT.
10. ALL STORM AND SANITARY SEWER MANHOLES WITH A DEPTH GREATER THAN 4' SHALL BE PROVIDED WITH STEPS. STEPS SHALL MEET THE REQUIREMENTS OF GDOT.
11. DISTANCES SHOWN FOR BOTH SANITARY AND STORM SEWER PIPES ARE MEASURED FROM CENTER OF STRUCTURE. THE CONTRACTOR IS RESPONSIBLE FOR ACTUAL FIELD CUT LENGTH. COORDINATES FOR STORM AND SANITARY STRUCTURES ARE SHOWN TO THE CENTER OF STRUCTURE, UNLESS OTHERWISE NOTED.
12. IMMEDIATELY AFTER PLACEMENT OF ANY CONDUITS, THE CONTRACTOR SHALL CONSTRUCT THE END TREATMENTS REQUIRED BY THE PLANS AT BOTH THE OUTLET AND INLET ENDS. THIS SHALL INCLUDE HEADWALLS, CONCRETE, RIP RAP, ROCK CHANNEL PROTECTION, SODDING, POURING BOTTOMS, MUDDING LIFT HOLES, ETC.
13. ALL PROPOSED STORM SEWERS, SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER. EROSION CONTROL MEASURES MUST PROVIDE PROTECTION UNTIL COMPLETION OF THE PROJECT AND VEGETATIVE STABILIZATION.
14. THE CONTRACTOR IS TO CONSTRUCT CURBS, CATCH BASINS, DOWNSPOUTS, PIPING AND CONNECTIONS ETC. AS REQUIRED TO CONVEY THE ROOF AND PAVED SURFACE DRAINAGE TO THE UNDERGROUND DETENTION SYSTEM.
15. ROOF DRAINS, FOUNDATION DRAINS AND ALL OTHER CLEAR WATER CONNECTIONS TO THE SANITARY SEWER SYSTEMS ARE PROHIBITED.
16. SITE CONTRACTOR SHALL PICK UP ALL UTILITIES, WITH THE EXCEPTION OF DOWNSPOUTS, 5' OUTSIDE BUILDING WALL. COORDINATE WITH CONSTRUCTION MANAGER.
17. ALL STORM STRUCTURES ARE GDOT TYPES UNLESS OTHERWISE INDICATED.
18. STORM SEWER PIPE LABELED "STM" SHALL BE ONE OF THE FOLLOWING: PVC SDR-35, PVC PROFILE PIPE PER GDOT SPECIFICATION, HIGH DENSITY POLYETHYLENE PER GDOT SPECIFICATIONS, GALVANIZED CORRUGATED METAL PER GDOT SPECIFICATIONS, OR REINFORCED CONCRETE PIPE, GDOT SPECIFICATIONS CLASS IV. STORM SEWER PIPE LABELED "RCP" SHALL BE REINFORCED CONCRETE PIPE, GDOT SPECIFICATIONS CLASS IV. ALL STORM IS TO BE INSTALLED AS PER GDOT SPECIFICATIONS. ALL STORM PIPE USED MUST HAVE A MANUFACTURER SPECIFIED FRICTION FACTOR OF 0.013 (N=0.013) OR LESS.
19. ALL CATCH BASINS IN THE PAVEMENT ARE TO HAVE 4, 4" PERFORATED UNDERDRAINS EXTENDING 10 LF FROM THE CATCH BASIN IN THE UPHILL DIRECTION AND CAPPED. ALL CATCH BASINS IN THE CURB ARE TO HAVE 2, 4" PERFORATED UNDERDRAINS EXTENDING 10 LF FROM THE CATCH BASIN IN THE UPHILL DIRECTION AND CAPPED.
20. FOR EXACT LOCATION OF DOWN SPOUTS & ROOF DRAINS, COORDINATE WITH CONSTRUCTION MANAGER. ALL ROOF DRAINS ARE TO BE 8" UNLESS OTHERWISE NOTED.
21. ALL YARD DRAINS SHALL BE ONE OF THE FOLLOWING: NYLOPLAST-ADS DRAIN BASIN, NDS DURACAST FABRICATED PVC CATCH BASIN, AGRI-DRAIN CATCH BASIN, OR APPROVED EQUAL.
22. ALL EXISTING INVERTS ALONG THE PROPOSED TOP OF CASTING ELEVATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION OF THE SEWER.
23. ANY FIELD TILE CUT IN EXCAVATION WHICH DRAINS IN AN OFFSITE AREA MUST BE TIED INTO THE STORM DRAINAGE SYSTEM.
24. THE FLOW IN ALL SEWERS, DRAINS, FIELD TILES AND WATERCOURSES ENCOUNTERED SHALL BE MAINTAINED BY THE CONTRACTOR AT HIS OWN EXPENSE, AND WHENEVER SUCH WATERCOURSES AND DRAINS ARE DISTURBED OR DESTROYED DURING THE PROSECUTION OF THE WORK, THEY SHALL BE RESTORED BY THE CONTRACTOR AT HIS OWN EXPENSE TO A CONDITION SATISFACTORY TO THE ENGINEER.
25. SANITARY SEWER SHALL BE SDR-35 OR APPROVED EQUAL AND CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE CITY OF GAINESVILLE. PIPE MUST MEET MINIMUM SLOPE REQUIREMENTS OF THE CITY OF GAINESVILLE AND GEORGIA DPH. SANITARY SEWER SHALL BE INSTALLED AT A MINIMUM DEPTH OF FOUR FEET (4') UNLESS OTHERWISE NOTED. A MINIMUM OF 18" CLEARANCE SHALL BE MAINTAINED AT ALL WATERLINE CROSSINGS. SANITARY SERVICE JOINTS SHALL CONFORM TO ASTM D-3212.
26. SANITARY SEWER IS TO BE BEDDED WITH CLEAN GRANULAR MATERIAL-AGGREGATES NOT TO BE LARGER THAN 3/4" AND NOT SMALLER THAN NO. 8 SIEVE, FREE OF SILT AND FINES, AASHTO M43 SIZE #67, 7 OR 8. BEDDING TO BE MINIMUM OF 6" BELOW & 12" ABOVE THE PIPE.
27. ALL WATERLINE CROSSINGS SHALL MAINTAIN A VERTICAL SEPARATION OF 18" MINIMUM. SANITARY SEWER SHALL BE LOCATED A MINIMUM OF 18" BELOW WATERLINE AT ALL CROSSINGS. WATERLINE SHALL BE LOCATED A MINIMUM OF 10' HORIZONTALLY FROM ANY SANITARY SEWER. ALL MEASUREMENTS SHALL BE TAKEN FROM OUTSIDE OF SEWER PIPE TO THE OUTSIDE OF WATERLINE PIPE. ONE FULL LENGTH OF WATERLINE PIPE SHALL BE LOCATED AT ALL CROSSINGS TO ENABLE BOTH JOINTS TO BE LOCATED AS FAR FROM SEWER AS POSSIBLE. ALL WATER SHALL HAVE A MINIMUM OF 4' OF COVER.
28. WATERLINE SHALL BE DUCTILE IRON PIPE CLASS 52, MINIMUM 250 PSI.



1. 1" ASPHALTIC CONCRETE SURFACE COURSE
2. TACK COAT
3. 2" LIMESTONE OR CRUSHED CONCRETE BASE COURSE
4. 8" STABILIZED SUBBASE COURSE
5. SUBGRADE COMPACTION, REFERENCE GEOTECHNICAL ENGINEERING REPORT

ALL MATERIALS SHOULD MEET THE REQUIREMENTS OF THE GDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
FINAL DEPTHS OF PAVEMENT AND AGGREGATE SECTIONS TO BE FINALIZED BASED ON FINDINGS OF GEOTECHNICAL REPORT.

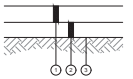
STANDARD DUTY
ASPHALT PAVEMENT DETAIL
N.T.S.



1. 1 1/2" ASPHALT CONCRETE SURFACE COURSE
2. TACK COAT, APPLY 9" TIME BETWEEN ASPHALT LIFTS EXCEEDS 30 DAYS
3. 4" ASPHALT CONCRETE INTERMEDIATE COURSE
4. 8" AGGREGATE BASE
5. WOVEN GEOTEXTILE FABRIC
6. SUBGRADE COMPACTION, REFERENCE GEOTECH REPORT

ALL MATERIAL SHOULD MEET THE REQUIREMENTS OF THE GDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
FINAL DEPTHS OF PAVEMENT AND AGGREGATE SECTIONS TO BE FINALIZED BASED ON FINDINGS OF GEOTECHNICAL REPORT.

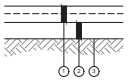
HEAVY DUTY
ASPHALT PAVEMENT DETAIL
N.T.S.



1. 6" PORTLAND CEMENT CONCRETE
2. 12" FREE DRAINING SUBBASE
3. SUBGRADE COMPACTION, REFERENCE GEOTECHNICAL ENGINEERING REPORT

ALL MATERIALS SHOULD MEET THE REQUIREMENTS OF THE GDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
FINAL DEPTHS OF PAVEMENT AND AGGREGATE SECTIONS TO BE FINALIZED BY FINDINGS OF GEOTECHNICAL REPORT.

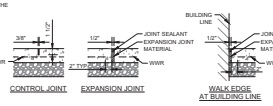
HEAVY DUTY
CONCRETE PAVEMENT DETAIL
N.T.S.

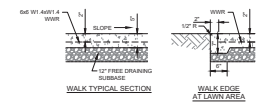


1. 5" PORTLAND CEMENT CONCRETE
2. 12" FREE DRAINING SUBBASE
3. SUBGRADE COMPACTION, REFERENCE GEOTECHNICAL ENGINEERING REPORT

ALL MATERIALS SHOULD MEET THE REQUIREMENTS OF THE GDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
FINAL DEPTHS OF PAVEMENT AND AGGREGATE SECTIONS TO BE FINALIZED BASED ON FINDINGS OF GEOTECHNICAL REPORTS.

STANDARD DUTY
CONCRETE PAVEMENT DETAIL
N.T.S.

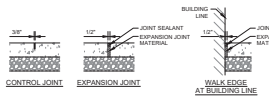


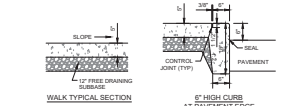




NOTES:

1. INSTALL EXPANSION JOINTS AT 30' OC MAXIMUM AND WHERE SLAB ABUTS STRUCTURES. WHERE NEW WALK ABUTS ADJOINING WALK, SAWCUT EXISTING WALK TO NEAREST JOINT AND INSTALL EXPANSION JOINT. EXPANSION JOINTS SHALL BE 1/2" WIDE BY DEPTH OF SLAB. SEAL ALL EXPANSION JOINTS.
2. INSTALL CONTROL JOINTS AT 6' OC MAXIMUM. CONTROL JOINTS SHALL BE 3/8" WIDE BY 1 1/2" DEEP AND TOOLED. SAWED JOINTS ARE NOT PERMITTED.
3. WALK SHALL HAVE A MINIMUM CROSS SLOPE OF 1.00%, MAXIMUM CROSS SLOPE OF 2.00%.
4. WATER AND UTILITY BOXES IN THE WALK AREA SHALL BE ADJUSTED FLUSH WITH THE FINAL SURFACE.
5. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAIL AT ALL BUILDING DOORS.
6. JOINTING PLANS MUST BE SUBMITTED FOR APPROVAL.

EXTERIOR CONCRETE
SLAB WALK DETAIL
N.T.S.




NOTES:

1. INSTALL EXPANSION JOINTS AT 30' OC MAXIMUM AND WHERE SLAB ABUTS STRUCTURES. WHERE NEW WALK ABUTS ADJOINING WALK, SAWCUT EXISTING WALK TO NEAREST JOINT AND INSTALL EXPANSION JOINT. EXPANSION JOINTS SHALL BE 1/2" WIDE BY DEPTH OF SLAB. SEAL ALL EXPANSION JOINTS.
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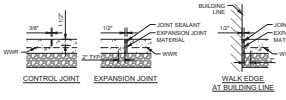
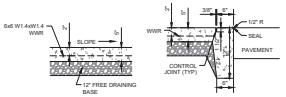
3. WALK SHALL HAVE A MINIMUM CROSS SLOPE OF 1.00%, MAXIMUM CROSS SLOPE OF 2.00%.
4. WATER AND UTILITY BOXES IN THE WALK AREA SHALL BE ADJUSTED FLUSH WITH THE FINAL SURFACE.
5. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAIL AT ALL BUILDING DOORS.
6. JOINTING PLANS MUST BE SUBMITTED FOR APPROVAL.

EXTERIOR CONCRETE SLAB WALK
WITH INTEGRAL CURB DETAIL
N.T.S.

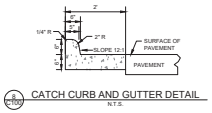


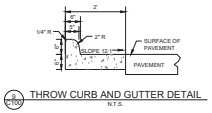

NOTES:

1. INSTALL EXPANSION JOINTS AT 30' OC MAXIMUM AND WHERE SLAB ABUTS STRUCTURES. WHERE NEW WALK ABUTS ADJOINING WALK, SAWCUT EXISTING WALK TO NEAREST JOINT AND INSTALL EXPANSION JOINT. EXPANSION JOINTS SHALL BE 1/2" WIDE BY DEPTH OF SLAB. SEAL ALL EXPANSION JOINTS.
2. INSTALL CONTROL JOINTS AT 6' OC MAXIMUM. CONTROL JOINTS SHALL BE 3/8" WIDE BY 1 1/2" DEEP AND TOOLED. SAWED JOINTS ARE NOT PERMITTED.
3. WALK SHALL HAVE A MINIMUM CROSS SLOPE OF 1.00%, MAXIMUM CROSS SLOPE OF 2.00%.
4. WATER AND UTILITY BOXES IN THE WALK AREA SHALL BE ADJUSTED FLUSH WITH THE FINAL SURFACE.
5. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAIL AT ALL BUILDING DOORS.
6. JOINTING PLANS MUST BE SUBMITTED FOR APPROVAL.

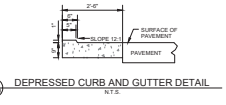
EXTERIOR CONCRETE SLAB WALK
WITH FLUSH CURB DETAIL
N.T.S.



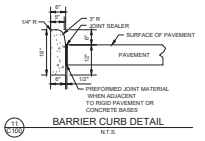

CATCH CURB AND GUTTER DETAIL
N.T.S.



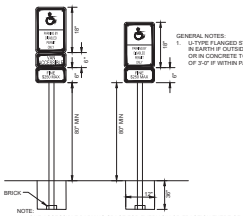

THROW CURB AND GUTTER DETAIL
N.T.S.




DEPRESSED CURB AND GUTTER DETAIL
N.T.S.



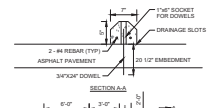

BARRIER CURB DETAIL
N.T.S.



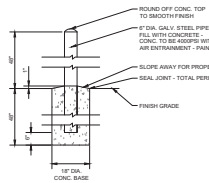

GENERAL NOTES:
1. U-TYPE FLANGED STEEL SIGN POST SET IN EARTH IF OUTSIDE PAVEMENT EDGE, OR IN CONCRETE TO A MINIMUM DEPTH OF 3'-0" IF WITHIN PAVEMENT.

NOTE:
1. ONE ACCESSIBLE PARKING SPACE FOR EVERY SIX OR FRACTION THERE OF SHALL BE DESIGNATED AS "VAN ACCESSIBLE". LOCATION AS NOTED ON THE DRAWINGS.
2. ONE SIGN TO BE INSTALLED AT EACH ACCESSIBLE PARKING SPACE

ACCESSIBLE PARKING SIGN DETAIL
NTS




PRECAST CONCRETE
WHEEL STOP DETAIL
N.T.S.




PIPE BOLLARD DETAIL
N.T.S.

*NOTE:*
*UNDERGROUND UTILITIES ARE PLOTTED FROM A COMPILATION OF AVAILABLE RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES CANNOT BE VERIFIED. PLEASE NOTIFY THE GEORGIA UTILITY PROTECTION SERVICE AT 811 OR 1-800-282-4332 BEFORE ANY PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.*

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Revit Template Version 2021

| No. | Description | Date |
|---|---|---|
| 1 | BID AND PERMIT | 01.16.2025 |

BHDP ARCHITECTURE
CHICAGO, IL
CINCINNATI
COLUMBUS
RALEIGH
CHARLOTTE
www.bhdp.com
THE KLEINGERS GROUP, 8219 CENTRE PARK DRIVE
SCHAEFER, 537 EAST PETER ROSE WAY, SUITE 400
HAPPY ENGINEERING, 1400 W. DOROTHY LANE

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINSEVILLE, GA 30506

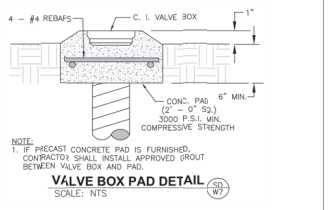
GENERAL NOTES AND DETAILS

07.07.2025 Item 3

GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. PE048826
DOUGLAS WOOD
12/12/25

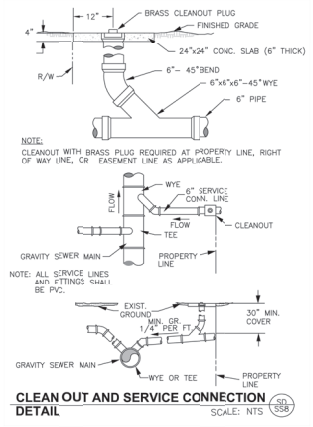
| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

C100



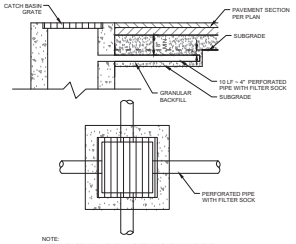

**VALVE BOX PAD DETAIL** (SD W7)
SCALE: NTS

| CITY OF GAINESVILLE DEPARTMENT OF WATER RESOURCES | |
|---|---|
| VALVE BOX PAD DETAIL | |
| DATE: JAN 2013 | SD - W7 |

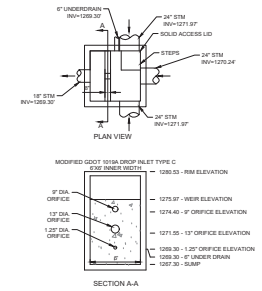



**CLEAN OUT AND SERVICE CONNECTION DETAIL** (SD SS8)
SCALE: NTS

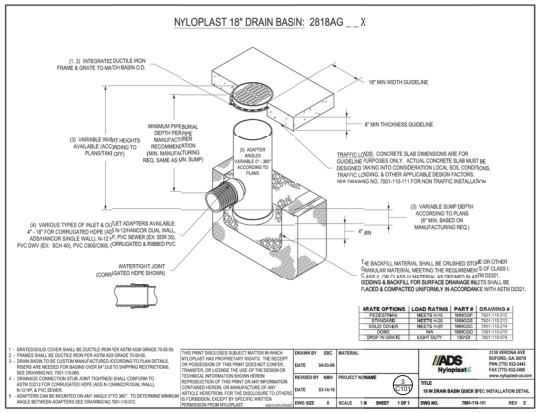
| CITY OF GAINESVILLE DEPARTMENT OF WATER RESOURCES | |
|---|---|
| CLEAN OUT AND SERVICE CONNECTION DETAIL | |
| DATE: JAN 2013 | SD - SS8 |

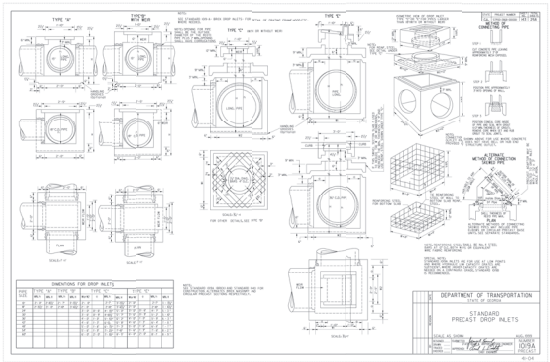


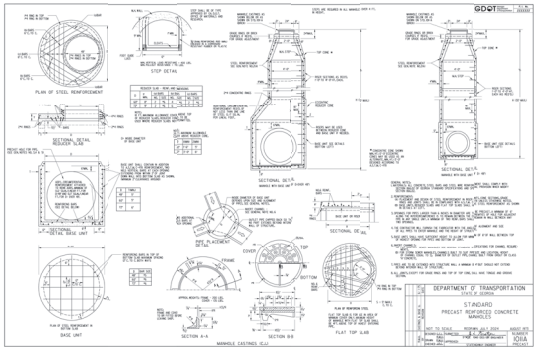

**FINGER DRAIN DETAIL** (SD W91)
N.T.S.




**DETENTION CONTROL STRUCTURE** (SD W92)
N.T.S.

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GEORGIA 811

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Revit Template Version 2021

| No. | Issue/Revision/Submission | Date |
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| 1. | BID AND PERMIT | 01.16.2025 |

BHDP ARCHITECTURE
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www.bhdp.com
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SCHAEFER, 637 EAST PETER ROSE WAY, SUITE 400
HEAPY ENGINEERING, 1400 W. DOROTHY LANE

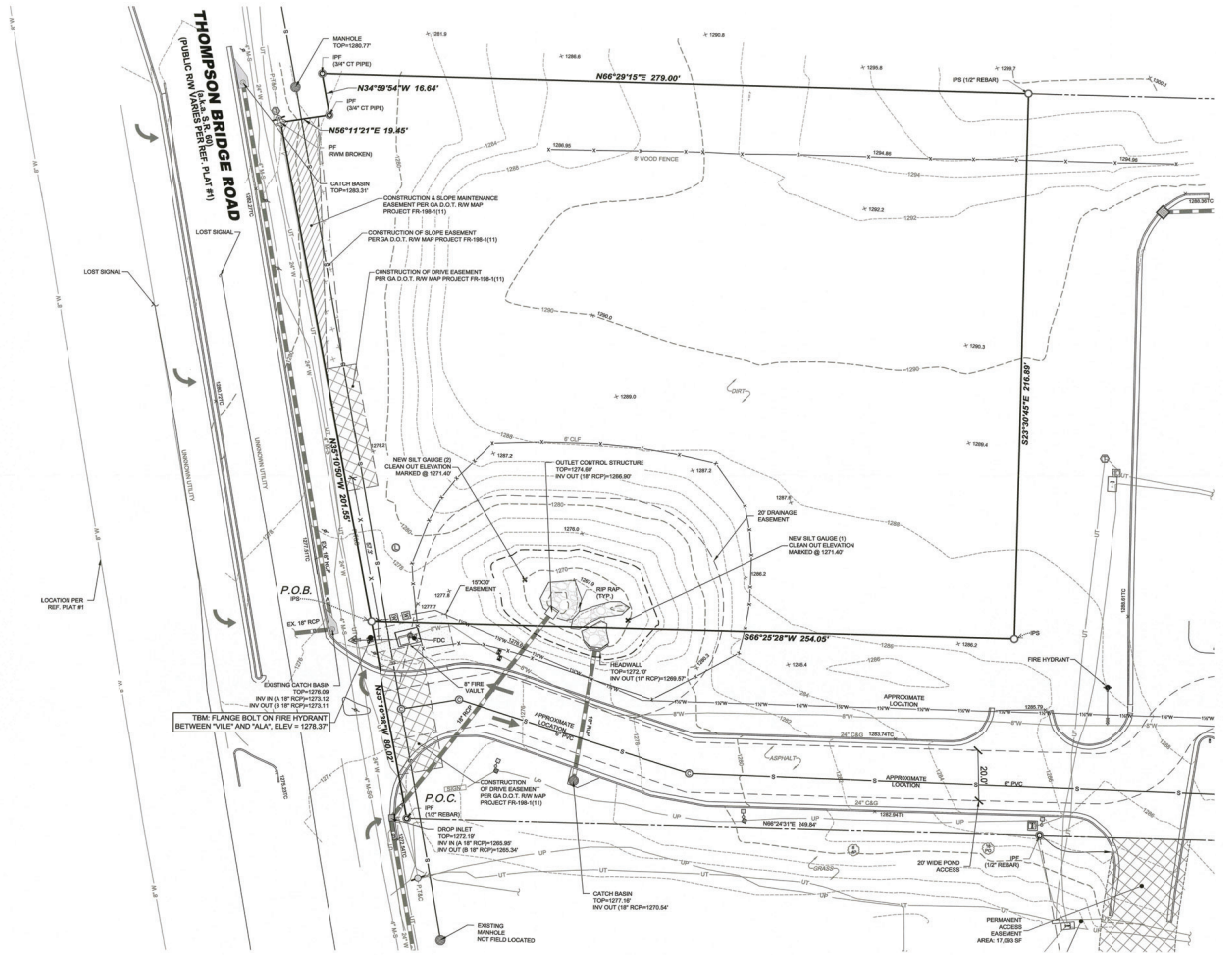
FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINSEVILLE, GA 30506
UTILITY DETAILS
07.07.2025 Item 3

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE048820 DOUGLAS WOOD 12/12/25

| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

C101

THIS BOX RESERVED FOR
THE CLERK OF THE SUPERIOR COURT




| TREE LEGEND | |
|---|---|
| MP | MAPLE TREE |
| OA | OAK TREE |
| PO | POPLAR TREE |

| LEGEND | |
|---|---|
| MB | MAILBOX |
| X 000.0 | GROUND ELEVATON |
| 1062 | CONTOUR ELEVATION |
| | SIGN |
| BM | TEMPORARY BENCHMARK |
| C&G | CURB AND GUTTER |
| | IRON PIN FOUND (AS NOTED) |
| | 1/2" REBAR SET WCAP(JPS) |
| | NAIL FOUND |
| | RIGHT OF WAY MONUMENT |
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMEICEMENT |
| RB | REBAR |
| FND | FOUND |
| CONC | CONCRETE |
| TC | TOP OF CURB |
| EOP | EDGE OF PAVEMENT |
| CLF | CHAINLINK FENCE |
| | ELECTRIC BOX |
| | ELECTRIC METER |
| | TRANSFORMER |
| | POWER POLE |
| DIP | DUCTILE IRON PIP! |
| PVC | POLYVINYL CHLORIDE PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| | SANITARY SEWERMANHOLE |
| | SANITARY SEWERLATERAL |
| | CLEANOUT |
| SB DB | CATCH BASINS |
| | DROP INLET |
| | STORM SEWER MANHOLE |
| | HEADWALL |
| | SQUARE OUTLET CONTROL STRUCTURE |
| | TELEPHONE BOX |
| | IRRIGATION CONTROL VALVE |
| | POST INDICATOR VALVE |
| | WATER METER |
| | FIRE DEPARTMEN' CONNECTION |
| | FIRE HYDRANT |
| 100 | WATER VALVE |
| | WATER VALVE MONUMENT |
| X | FENCE LINE |
| | STORM SEWER LINE |
| --UC-- | UNDERGROUND CABLE |
| --P,T&C-- | OVERHEAD POWER TELEPHONE & CABLE |
| --UT-- | UNDERGROUND TELEPHONE |
| --UG-- | UNDERGROUND GAS |
| --UW-- | UNDERGROUND WATER |

## SANITARY SEWER NOTES

All cleanout locations are approximate based on ref Plat #1 no evidence of cleanouts found at time of field work.

## LANDLORD PLAN NOTES

1. Lessee shall be responsible for all other work required to build Lessees improvements including, but not limited to all site work, construction of its building, lighting, parking lot, landscaping and all applicable signage.
2. Lessee will be responsible for connecting to all utilities including any and all connection fees and/or taps.

LOCATION MAP
NOT TO SCALE

## SITE ADDRESS

3654 Thompson Bridge Road
Gainesville GA, 30506

## SITE AREA

Total = 59,645 square feet or 1.369 acres

## REFERENCE PLATS

1. Construction Plans for Gainesville Storage prepared by TravisPruitt & Associates, Inc., dated 6/8/2021 and last revised 3/8/2023. (FN: 215-E-095)
2. Minor Subdivision Plat for D. Barrett Investments Properties, L.L.C. prepared by Travis Pruitt & Associates, Inc., dated 3/14/2023. (FN: 217-E-089)
3. Exhibit A - Water & Storm As-Built Survey of Gainesville Storage for Barrett Development Group, by Travis Pruitt and Associates Inc. dated 07/16/2024. (FN:218-S-163)

## SURVEY NOTES

1. This pat was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extenc to any unnamed person without expess permission by the surveyor naming said person.
2. The survey shown hereon was prepared without benefit of any abstract of title; therefore, Travis N. Pruitt, Jr. and Travis Pruitt & Associates, Inc. makes no guarantees or representations regarding information shown hereon pertaining to easements, rights of way, setback lines, agreements, reservations, and other similarmatters.
3. Unless otherwise specified, all distances shown are horizontal ground distances.
4. The project horizontal datum is relative to thr North Amerlcan Datum 1983 (NAD83), 2011 adjustment, projected to the Georgia State Plane Coordinate System, Georgia West Zone. The vertical datum is relative to the North Amerlcan Vertical Datum of 1988 (NAVD88 using the National Geodetic Surver (NGS) Geoid 12A
5. By graphic plotting only, his property Does Not lie within a 100 year Flood Hazard Zone and is depicted as zone(s) X as defined by the FEMA Flood Insurance RateMap of Hall County, Georgia and incorporated areas, Map Number 13139C0180G, effective date 04/04/2018.
6. No common observable evidence of cemeteries, burial grounds or isolated gravesites were found curing the course of the survey.
7. No observable evidence that the site was used as a solid waste dump, sump or sanitary landfill.
8. The Property has direct rehicular and pedestrian access to Thompson Bridge Road a.k.a S.R. 60), a dedicated public right of way, as shown on the survey.
9. No wetand delineation markers were observed at the time of the survey.
10. No buildings observed at time of field work.
11. There is observable evidence of earth moving work, but no observable building construction or buildingadditions at the time o' the survey.
12. No observable evidence or proposed changes in right of way made available to the surveyor.
13. No observable evidence of recent street or sidewalk construction or repairs.
14. Information regarding the reputed presence size, character and location of existing underground utilities and structure is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in the light by those using his drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structure not shown may be encountered. The owner his employees, his consultants and his contractors shall hereby distinctly understand that the surveyor is not responsible for the correctnes or sufficiency of this information.
15. Underground utility research, field markings, size and character of material has been provided by xIC Utility Surveing, LLC on 09/19/2024.

## CERTIFICATION:

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel o make any changes to any real property boundaries. The recording informationof the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY :ISE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board o' Registration for Professional Engineers and Land Surveyors and as set forth in Section 15-6-67.

This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field data upon which this survey is based, was performed using a eGPS 20TL dual frequency receiver with network adjusted real time kinematic measurements referenced to the eGPS network. The GPS surver included redundant measurements with positional accuracy better than 0.07'.

This map or plat has been calculated for closure and is found to be accurate within one foot in 136,704 feet.

To The Klengers Group:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1-5, 6 (a), 7 (b), 8, 9, 11 (b), 13, 19 (5,000,000) d Table A thereof. The fieldwork was completed on 09/13/2024.

9/20/24
TRAVIS N. PRUITT, JR. Date
Georgia Professional Land Surveyor No. 2809
For the Firm Travis Pruitt & Associates, Inc.

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| REVISIONS | | |
|---|---|---|
| NO | DATE | DESCRIPTION |
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |

4317 Park Drive, Suite 400
Norcross, Georgia 30093
Phone: (770) 416-7511
Fax: (770) 416-8799
www.travispruitt.com

Certificate of Authorization Number 613

ALTA/NSPS LAND TITLE SURVEY

# 3654 THOMPSON BRIDGE RD

AUTHORIZED BY: THE KLENGERS GROUP
LAND LOT(S) 281 & 282 OF THE 3RD DISTRICT, GEORGIA
GRAPHIC SCALE - IN FEET

GEORGIA PROFESSIONAL LAND SURVEYOR No. 2809 TRAVIS N. PRUITT
9/20/24
For The Firm
Travis Pruitt & Associates, Inc.

This survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

| | |
|---|---|
| PLAT DATE: | 09/20/2024 |
| FIELD DATE: | 9/13/2024 |
| SCALE: | 1" = 20' |
| JN: | 1-24-0438.600 |
| FN: | 219-E-021 |
| SHEET NO: | 1 of 1 |

07.07.2025 - Item 3

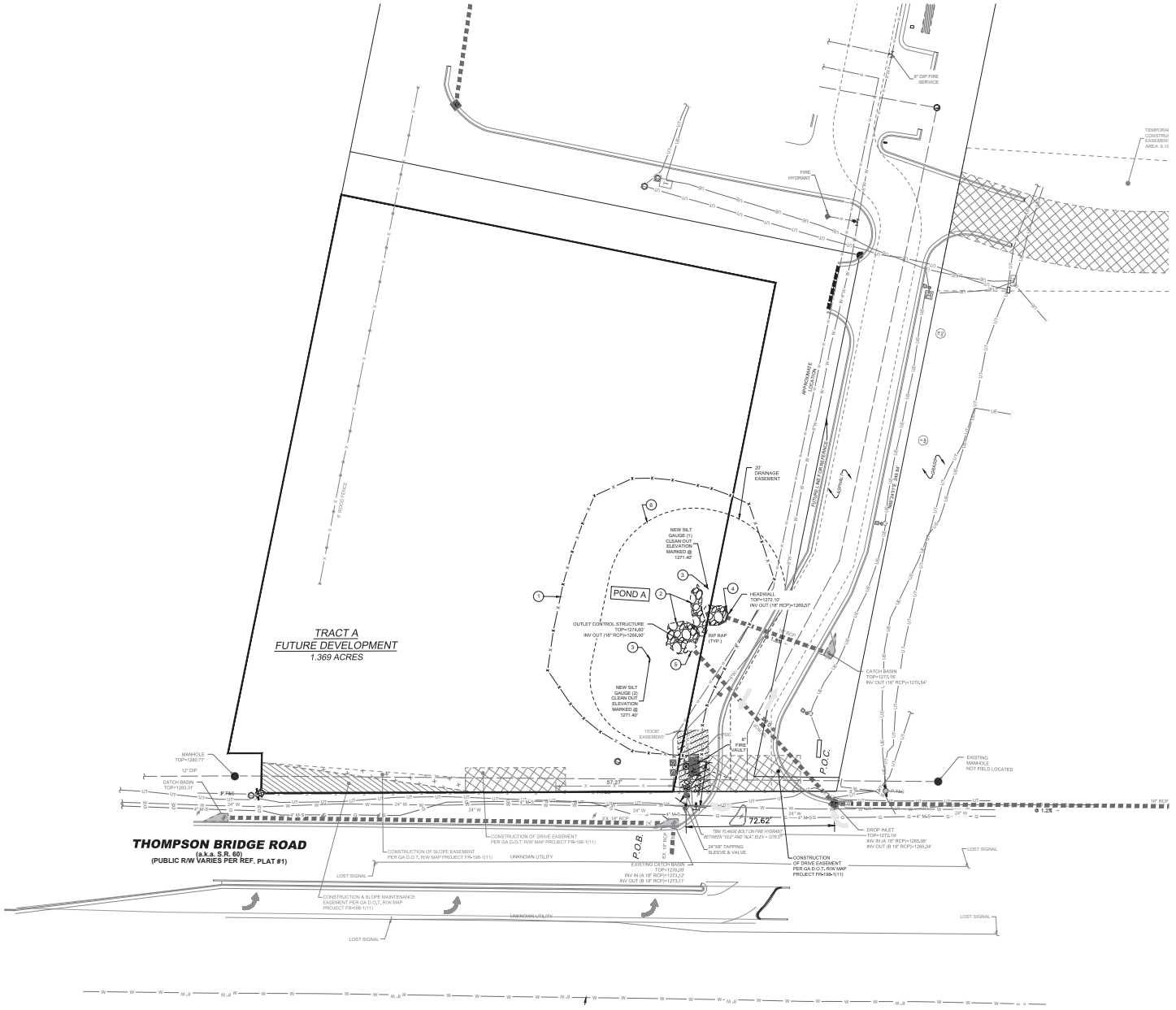
SURVEY BASEMAP C200

## DEMOLITION LEGEND

SAWCUT LINE

## DEMOLITION NOTES

1. REMOVE FENCE
2. REMOVE RIP RAP
3. REMOVE SILT GAUGE CLEANOUT
4. REMOVE HEADWALL
5. EXISTING OUTLET STRUCTURE TO BE MODIFIED FOR PROPOSED UNDERGROUND DETENTION
6. EXISTING DRAINAGE EASEMENT TO BE REPLACED BY NEW DRAINAGE EASEMENT FOR PROPOSED UNDERGROUND CHAMBERS. SEE SHEET C500

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FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINESVILLE, GA 30506

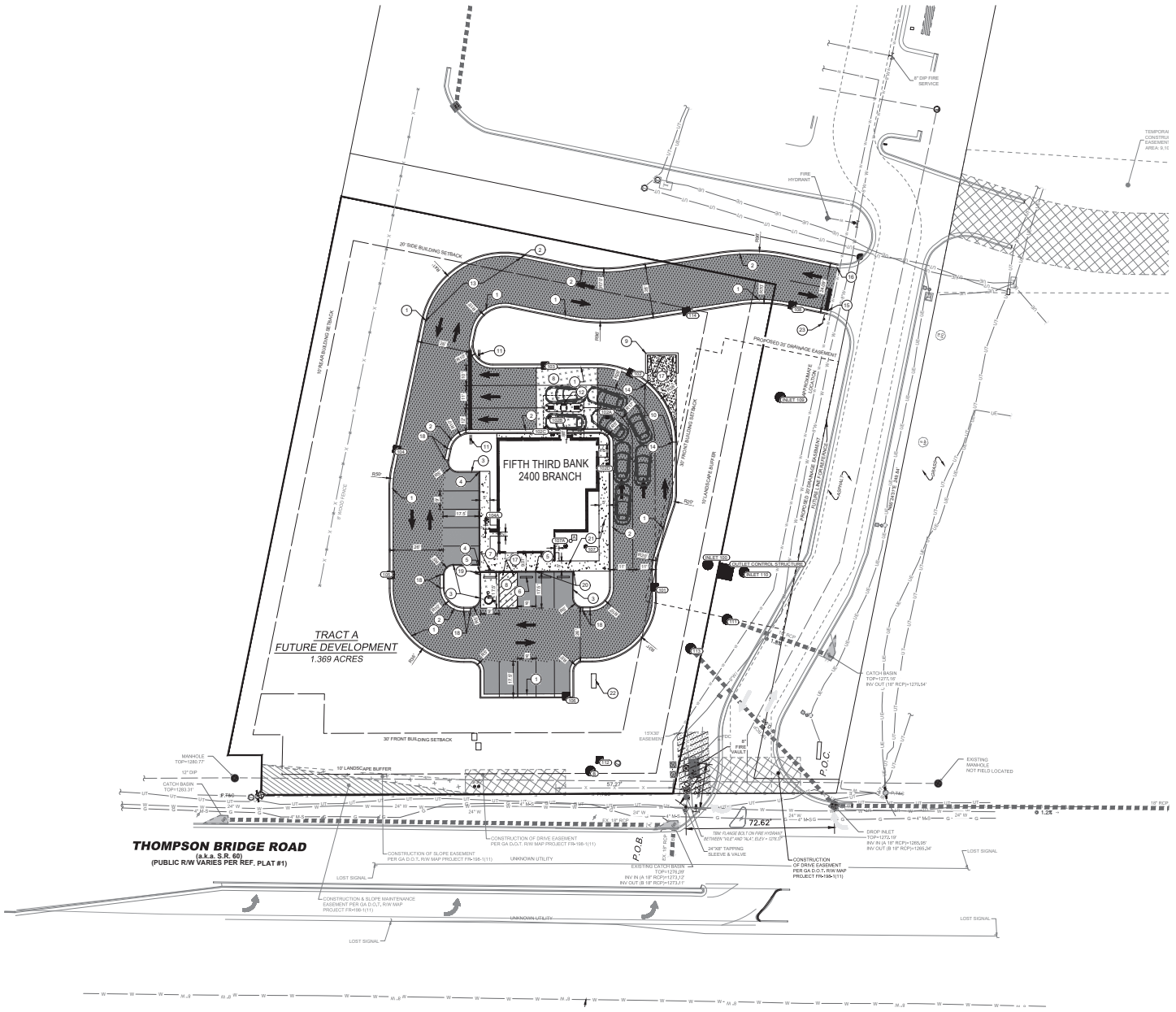
EXISTING CONDITIONS AND DEMOLITION PLAN

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE024855 DOUGLAS WOOSLEY 12/12/25

| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

C300

2025 Item 3




## PROPOSED LEGEND

- CURB INLET
- YARD DRAIN
- STORM SEWER CLEANOUT
- SANITARY SEWER CLEANOUT
- ASPHALT PAVEMENT (4 C100)
- HEAVY DUTY ASPHALT (5 C100)
- HEAVY DUTY CONCRETE (6 C100)
- STANDARD DUTY CONCRETE COLORED BLACK (4 C100)
- CONCRETE WALK (5 C100)

## CODED NOTES

1. CATCH CURB AND GUTTER (1 C100)
2. THROW CURB AND GUTTER (9 C100)
3. BARRIER CURB (11 C100)
4. CONCRETE WALK WITH INTEGRAL CURB (8 C100)
5. CONCRETE WALK WITH FLUSH CURB (7 C100)
6. CONCRETE WHEEL STOP. TYP (13 C100)
7. ADA PARKING SIGN (12 C100)
8. CONCRETE TO BE COLORED BLACK
9. PROPOSED DUMPSTER ENCLOSURE. SEE ARCHITECTURAL PLANS FOR DETAILS.
10. DEPRESSED CURB AND GUTTER (10 C100)
11. DOUBLE SIDED STOP SIGN AND DO NOT ENTER SIGN
12. ATM ISLAND. SEE ARCHITECTURAL PLAN FOR DETAILS
13. TRANSITION FROM THROW CURB TO CATCH CURB
14. TRANSITION FROM CATCH CURB TO DEPRESSED CURB
15. TRANSITION FROM CATCH CURB TO MATCH EXISTING
16. TRANSITION FROM THROW CURB TO MATCH EXISTING
17. PROPOSED BOLLARDS (14 C100)
18. TRANSITION FROM THROW CURB AND GUTTER TO FLUSH
19. TRANSITION BARRIER CURB FROM FLUSH TO FULL HEIGHT OVER 1'
20. CONCRETE WALK WITH FLUSH CURB TO TRANSITION TO CONCRETE WALK WITH INTEGRAL CURB. SEE SHEET C600 FOR SPOT ELEVATIONS
21. CONCRETE WALK (5 C100)
22. PROPOSED MONUMENT SIGN LOCATION. FINAL LOCATIONS TO BE COORDINATED WITH SIGN PACKET.
23. PROPOSED STOP SIGN

**SITE INFORMATION**

ZONING: PCD WITH GATEWAY CORRIDORS OVERLAY DISTRICT (GCOD)

PROPOSED PARKING:

| | |
|---|---|
| STANDARD: | 13 |
| HC ACCESSIBLE: | 1 |
| TOTAL PARKING: | 14 |
| REQUIRED: | 11 (MIN) 14 (MAX) |

QUEUE SPACES:

| | |
|---|---|
| QUEUE REQUIRED: | NO QUEUE REQUIREMENT SPECIFIED IN ZONING CODE. 4 PROVIDED |

*NOTE:*
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THE KLEINGERS GROUP, 8219 CENTRE PARK DRIVE
SCHAEFER, 637 EAST PETER ROSE WAY, SUITE 400
HDAPP ENGINEERING, 1400 W. DOROTHY LANE

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINESVILLE, GA 30506

LOCATION PLAN

Project Manager: DTW
Drawn: LAK
Checked: MAG
Drawing Date: 12.17.2024
Project Number: 240106.001

C400

07.07.2025 Item 3

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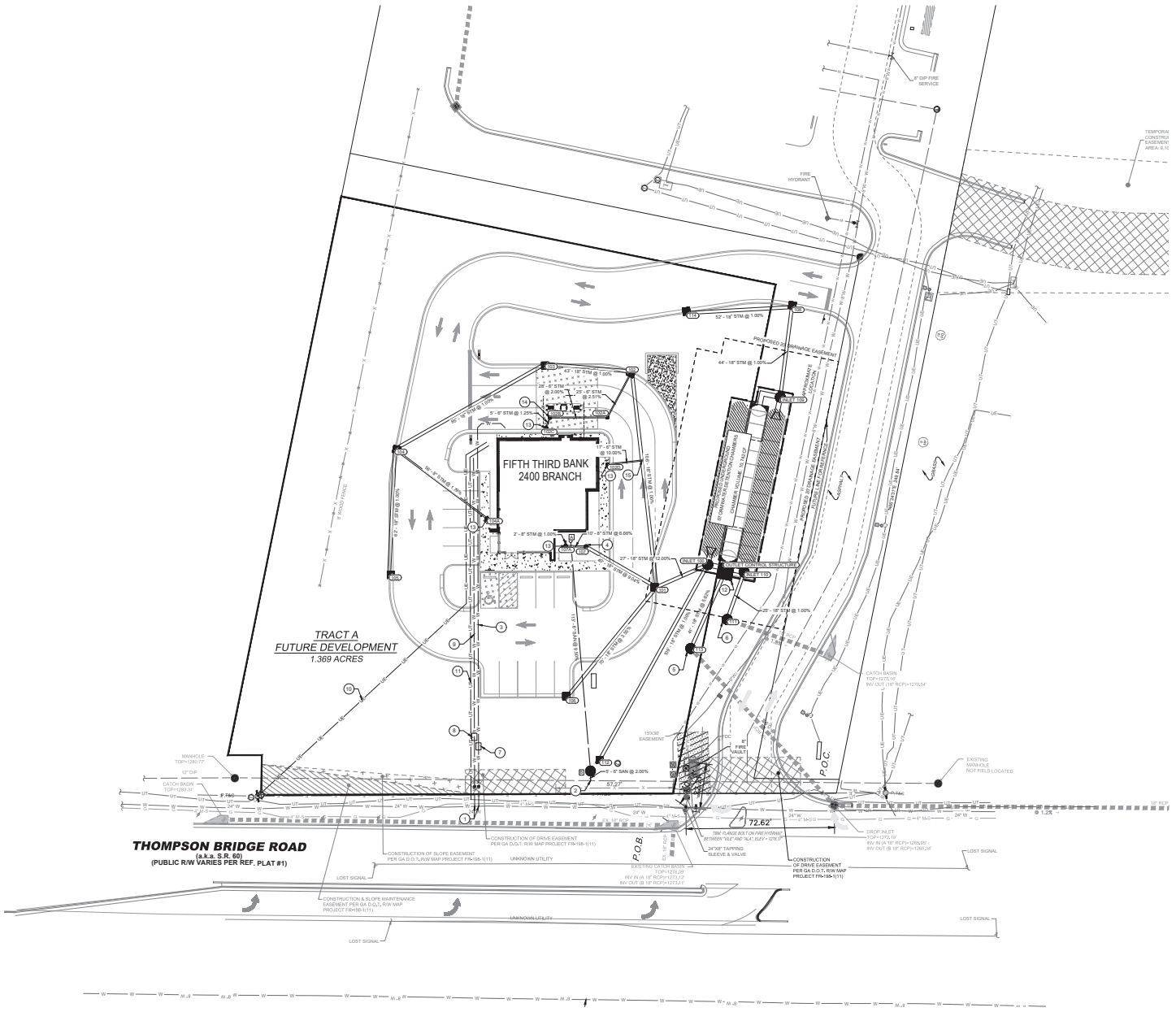


## PROPOSED LEGEND

- STM — STORM SEWER PIPE
- CURB INLET
- YARD DRAIN
- STORM SEWER CLEANOUT
- SAN — SANITARY SEWER PIPE
- SANITARY SEWER CLEANOUT
- W — WATERLINE PIPE

## CODED NOTES

1. PROPOSED WATER SERVICE CONNECTION
2. PROPOSED SANITARY SERVICE CONNECTION (6" C-707)
3. 1.5" WATER SERVICE
4. ADS NYLOPLAST YARD DRAIN OR APPROVED EQUAL (9" C-707)
5. TIE DETENTION OUTLET PIPE INTO EXISTING STORM PIPE SYSTEM WITH NEW MANHOLE
6. TIE EXISTING PIPE INTO DETENTION CHAMBER SYSTEM WITH NEW MANHOLE
7. DOMESTIC METER, BACKFLOW PREVENTER, AND HOT BOX ON CONCRETE PAD. FINAL SIZING TO BE VERIFIED WITH MEP. INSTALL PER GAINESVILLE WATER RESOURCES GUIDELINES
8. IRRIGATION METER, BACKFLOW PREVENTER, AND HOT BOX ON CONCRETE PAD. FINAL SIZING TO BE VERIFIED WITH MEP. INSTALL PER GAINESVILLE WATER RESOURCES GUIDELINES
9. 1" IRRIGATION LINE, CAPPED. TO BE CONTINUED BY IRRIGATION SYSTEM CONTRACTOR
10. PRELIMINARY ROUTE OF ELECTRIC SERVICE. FINAL ROUTING TO BE COORDINATED WITH ELECTRICAL PROVIDER. SEE MEP PLAN FOR CONTINUATION.
11. PRELIMINARY ROUTE OF TELECOMMUNICATION SERVICE. FINAL ROUTING TO BE COORDINATED WITH PROVIDER. SEE MEP PLAN FOR COTINUATION.
12. DETENTION OUTLET CONTROL STRUCTURE (8 C-707)
13. CLEANOUT TO PICK UP ROOF DRAINAGE
14. CLEANOUT TO PICK UP CANOPY DRAINAGE
15. WYE CONNECTION

## NOTES

1. PROPOSED FIFTH THIRD SITE WILL BE DETAINED BY AN UNDERGROUND DETENTION CHAMBER SYSTEM (PROVIDED STORAGE = 10,742 CF). DETENTION CHAMBER SYSTEM WILL OUTLET TO THE EXISTING STORM PIPES FOR THE SITE, ULTIMATELY OUTLETTING TO STORM SEWER IN THOMPSON BRIDGE ROAD.

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HDAPP ENGINEERING, 1400 W. DOROTHY LANE

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINSEVILLE, GA 30506

UTILITY PLAN

GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. PE048826
DOUGLAS WOOSLEY
01/16/25

| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

C500

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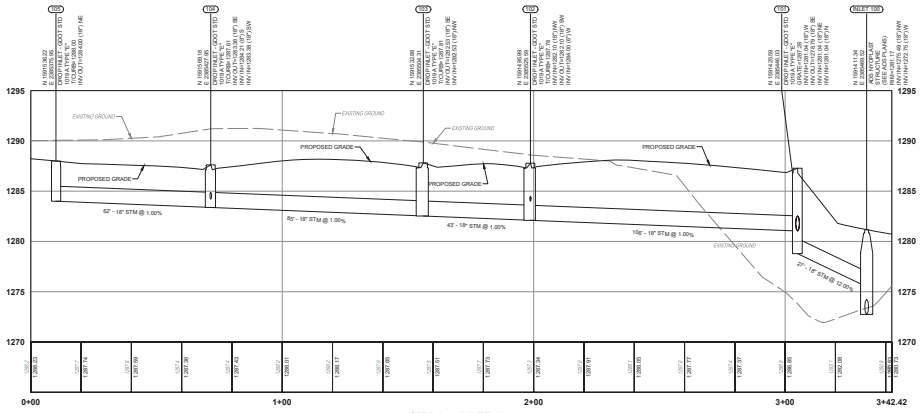
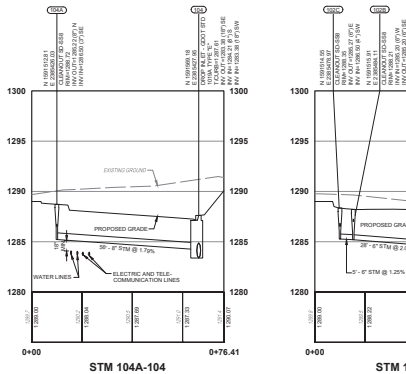
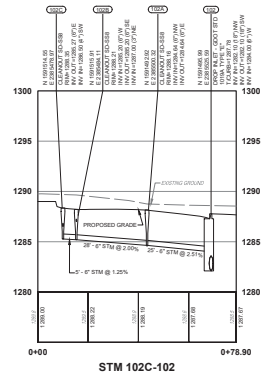



STM 105-INLET 100




STM 104A-104

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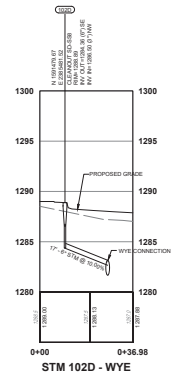
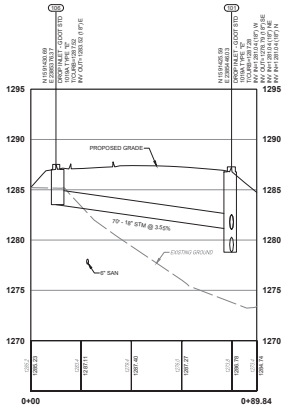
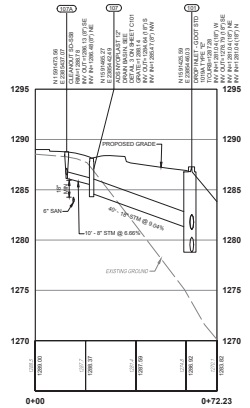



STM 102D - WYE




STM 106-101

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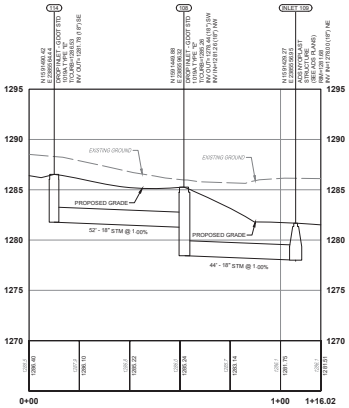
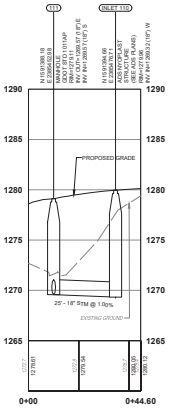
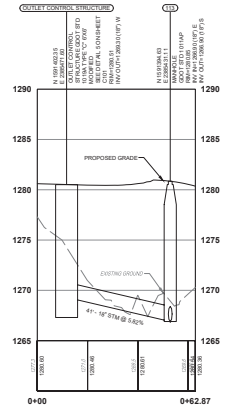


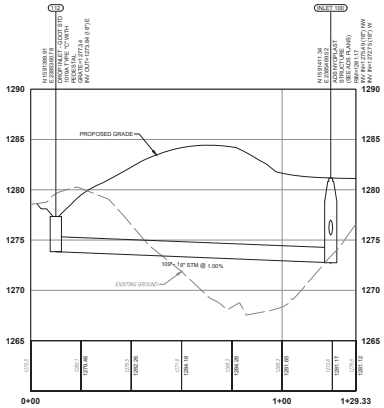

STM 114-INLET 109



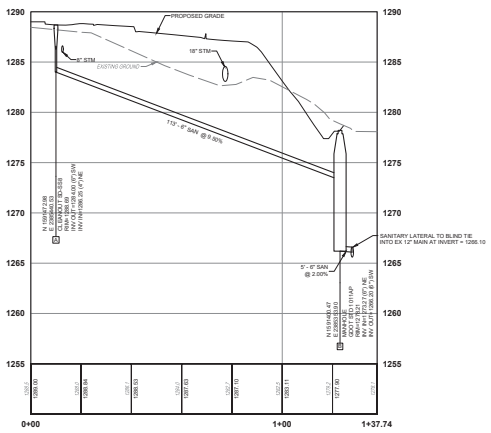

STM 111-INLET 110




STM OUTLET CONTROL STRUCTURE - 113




STM 112-INLET 100

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NOTE:
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GEORGIA811

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H 0 10 20 40

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| No. | Description | Date |
|---|---|---|
| 1. | BID AND PERMIT | 01.16.2025 |

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THE KLEINGERS GROUP, 6219 CENTRE PARK DRIVE
SCHAEFER, 637 EAST PETER ROSE WAY, SUITE 400
HEAPY ENGINEERING, 1400 W. DOROTHY LANE

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINSEVILLE, GA. 30506

UTILITY PROFILES

07.07.2025 Item 3

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. PE048855 DOUGLAS WOOSLEY 12/12/25

| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

C501

## GRADING LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED SPOT ELEVATION
- CATCH BASIN
- MANHOLE
- STORM SEWER CLEANOUT
- SANITARY SEWER CLEANOUT
- PROPOSED SWALE
- LIMITS OF DISTURBANCE

## SPOT ELEVATION LEGEND

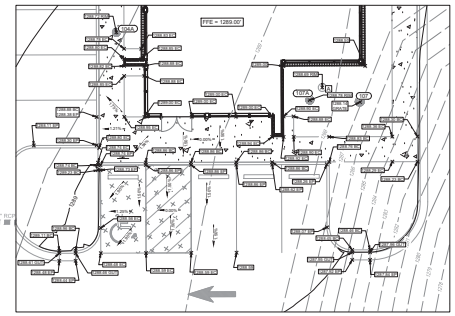
- FINISHED GRADE ELEVATION
- BACK OF CURB ELEVATION
- EDGE OF CONCRETE ELEVATION
- EDGE OF PAVEMENT ELEVATION
- MANHOLE / CLEANOUT RIM ELEVATION
- STORM INLET TOP OF CASTING ELEVATION
- CATCH BASIN GRATE ELEVATION
- MATCH EXISTING ELEVATION
- GUTTER ELEVATION

## GRADING NOTES

1. CONTRACTOR TO REVEAL UP TO 6" OF CURB IN THIS SECTION TO MAINTAIN SLOPE OF EXISTING HILLSIDE
2. GRASSED SWALE

## ADA ENLARGEMENT

0 5 10 20



0 10 20 40

FIFTH THIRD BANK
2400 BRANCH
FFE = 1289.00'

TRACT A
FUTURE DEVELOPMENT
1.369 ACRES

FOR ADA GRADES, SEE ENLARGEMENT

THOMPSON BRIDGE ROAD
(a.k.a. S.R. 60)
(PUBLIC R/W VARIES PER REF. PLAT #1)

P.O.C.

P.O.B.

72.62'

57.27'

8" DIP FIRE SERVICE

FIRE HYDRANT

TEMPORAL CONSTRUCTION EASEMENT AREA: 9,10

EXISTING MANHOLE NOT FIELD LOCATED

CONSTRUCTION OF DRIVE EASEMENT PER GA D.O.T. R/W MAP PROJECT FR-156-1(11)

CONSTRUCTION OF SLOPE EASEMENT PER GA D.O.T. R/W MAP PROJECT FR-156-1(11)

CONSTRUCTION & SLOPE MAINTENANCE EASEMENT PER GA D.O.T. R/W MAP PROJECT FR-156-1(11)

UNKNOWN UTILITY

LOST SIGNAL

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FIFTH THIRD BANK - THOMPSON BRIDGE
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GAINSEVILLE, GA 30506

GRADING PLAN

07.07.2025 Item 3

GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. PE048837
DOUGLAS WOOSLEY
07/1/25

| | |
|---|---|
| Project Manager | DTW |
| Drawn | LAK |
| Checked | MAG |
| Drawing Date | 12.17.2024 |
| Project Number | 240106.001 |

C600

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## PLANT LEGEND AND KEY

### TREES

- RED MAPLE
- OVERCUP OAK
- WILLOW OAK
- DEODAR CEDAR
- GREEN GIANT ARBORVITAE
- CRYPTOMERIA
- CAROLINA CYPRESS
- NORTH POLE ARBORVITAE

### SHRUBS & ORNAMENTAL GRASSES

- BLUE CASCADE DISTYLIUM
- PURPLE DAYDREAM LOROPETALUM
- SHI SHI GASHIRA CAMELLIA
- HARDY ANISE
- 'KARLEY ROSE' PENNISETUM
- LITTLE LIME HYDRANGEA
- APRICOT DRIFT ROSE
- HELLERI HOLLY
- AJUGA
- SWEETFLAG GRASS

PLANT SCHEDULE

| COMMON NAME | BOTANICAL NAME | QTY. | MIN. SIZE | ROOT | TDU | TOTAL TDU | O.C. SPACING | NOTES | SUBSTITUTE OPTIONS |
|---|---|---|---|---|---|---|---|---|---|
| **TREES** | | | | | | | | | |
| Overcup Oak | Quercus lyrata | 4 | 3" | B&B | 0.6 | 2.4 | N/A | Straight central leader, Full branching | Other white Oak |
| Willow Oak | Quercus phellos | 3 | 3" | B&B | 0.6 | 1.8 | 25-30' | Straight central leader, Full branching | Princeton Elm |
| Red Maple | Acer rubrum | 5 | 3" | B&B | 0.6 | 3 | 35-45' | Straight central leader, Full branching | Any medium sized red maple |
| Green Giant Arborvitae | Thuja plicata | 10 | 7'/6' | B&B | 0.5 | 5 | 16-17', varies | Straight central leader, Full branching | None |
| Deodar Cedar | Cedrus Deodara | 5 | 7'/6' | B&B | 0.5 | 2.5 | 18' | Straight central leader, Full branching | None |
| Cryptomeria | Cryptomeria japonica | 6 | 7'/6' | B&B | 0.5 | 3 | 20' | Straight central leader, Full branching | None |
| Carolina Sapphire Cypress | Cupressus arizonnica 'Carolina Sapphire' | 6 | 7'/6' | B&B | 0.5 | 3 | 20-25', varies | Straight central leader, Full branching | None |
| North Pole Arborvitae | Thuja occidentalis 'Art Boe' | 5 | 7'/6' | B&B | 0 | 0 | N/A | Straight central leader, Full branching | Jantar Arborvitae |
| | TOTALS: | 42 | | | | 20.7 | | | |
| **SHRUBS** | | | | | | | | | |
| Hot Flash Camellia | Camellia Bella Rouge | 8 | 7 gal | CONT. | | | 4-5' | | Shi Shi Gashira Camellia |
| Karley Rose Pennisetum | Pennisetum orientale 'Karley Rose' | 20 | 3 gal | CONT. | | | 3.5-4.5' | | None |
| Blue Cascade Distylium | Distylium 'HGDIST-I' PPAF4,409 | 55 | 3 gal | CONT. | | | 4-5' | | None |
| Purple Diamond Loropetalum | Loropetalum chinense 'PPI' | 20 | 3 gal | CONT. | | | 3.5-4' | | None |
| Hardy Anise | Illicium parviflorum | 9 | 7 gal. | CONT. | | | 5-6' | | None |
| Helleri Holly | Ilex crenata | 8 | 3 gal | CONT. | | | 3-4' | | None |
| Little Lime Hydrangea | Hydrangea paniculata 'Jane' | 10 | 3 gal | CONT. | | | 3.5-4' | | Hummingbird Clethera |
| Peach Drift Rose | Rosa hybrid 'Meigglil' | 17 | 3 gal | CONT. | | | 3-3.5' | | Coral Drift Rose |
| | TOTALS: | 156 | | | | | | | |
| **GRASSES/GROUNDCOVERS** | | | | | | | | | |
| Chocolate Chip' Ajuga | Ajuga reptans 'Valfreddo | 18 | 4"pot | CONT. | | | | | Georgia Blue Veronica |
| Sweetflag grass | Acorus gramineus 'Ogon' | 33 | 1 qt. | CONT. | | | | | Evenllo Carex or Big Blue Liriope |
| Double shredded dark brown hardwood mulch | | 8,200 | SF | | | | | Contractor to Verify Quantity | |
| Cynodon dactylon 'TifTuf' | 'TifTuf Bermuda Sod (or Approved Equal) | 31,300 | SF | | | | | Contractor to Verify Quantity | |

78 SF MULCH RINGS AROUND ALL TREES
615 SF MULCH
SOD
310 SF MULCH
1,800 SF SOD
FIFTH THIRD BANK 2400 BRANCH
465 SF MULCH
1000 SF MULCH
405 SF MULCH
275 SF MULCH
29,500 SF SOD
THOMPSON BRIDGE ROAD
(PUBLIC R/W VARIES 80'-100' PER REF. PLAT #1)

FLOURESCENT ORANGE POLYETHELENE TREE SAVE FENCING
TREES SAVE SIGNAGE @ 20' O.C. (TYP.)
SIGN TO BE BILINGUAL
STAY OUT, NO ENTRADA
TREE SAVE AREA
2x2 METAL STAKE(TYP.)
4'-0"
2'-0" MIN.
6' O.C. Max.

1 L1 TREE PROTECTION FENCE DETAIL
SCALE: NOT TO SCALE

0 10 20 40

*TREE PROTECTION PLAN CALCULATIONS:*

*TREE DENSITY UNIT CALCULATIONS:*
SITE DISTURBED ACREAGE: 1.37 ACRES
TREE DENSITY UNITS (TDU) PER ACRE REQUIRED:
15 TDU'S X 1.37 ACRES = 20.55 TDU'S REQUIRED

*25.7 TREE DENSITY UNITS PROVIDED*

**SITE DENSITY SATISFIED**

*LANDSCAPE STRIP CALCULATIONS*
STATE ROUTE HWY 60/THOMPSON BRIDGE ROAD
1 TREE PER 40 LF REQUIRED
SHRUBS FORMING INTERMITTENT HEDGE REQUIRED
201.55 LF ALONG THOMPSON BRIDGE ROAD
HEDGE ADDED TO BACKSIDE OF PARKING

*PARKING LOT TREE CALCULATIONS:*
1 TREE PER 10 SPACES REQUIRED IN REASONABLE PROXIMITY
14 TOTAL PARKING SPACES SHOWN. 14/10 = 2 TREES REQUIRED.
3 OVERCUP OAK SHOWN

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No. 1 Issue/Revision/Submission: BID AND PERMIT
Date: 01.16.2025

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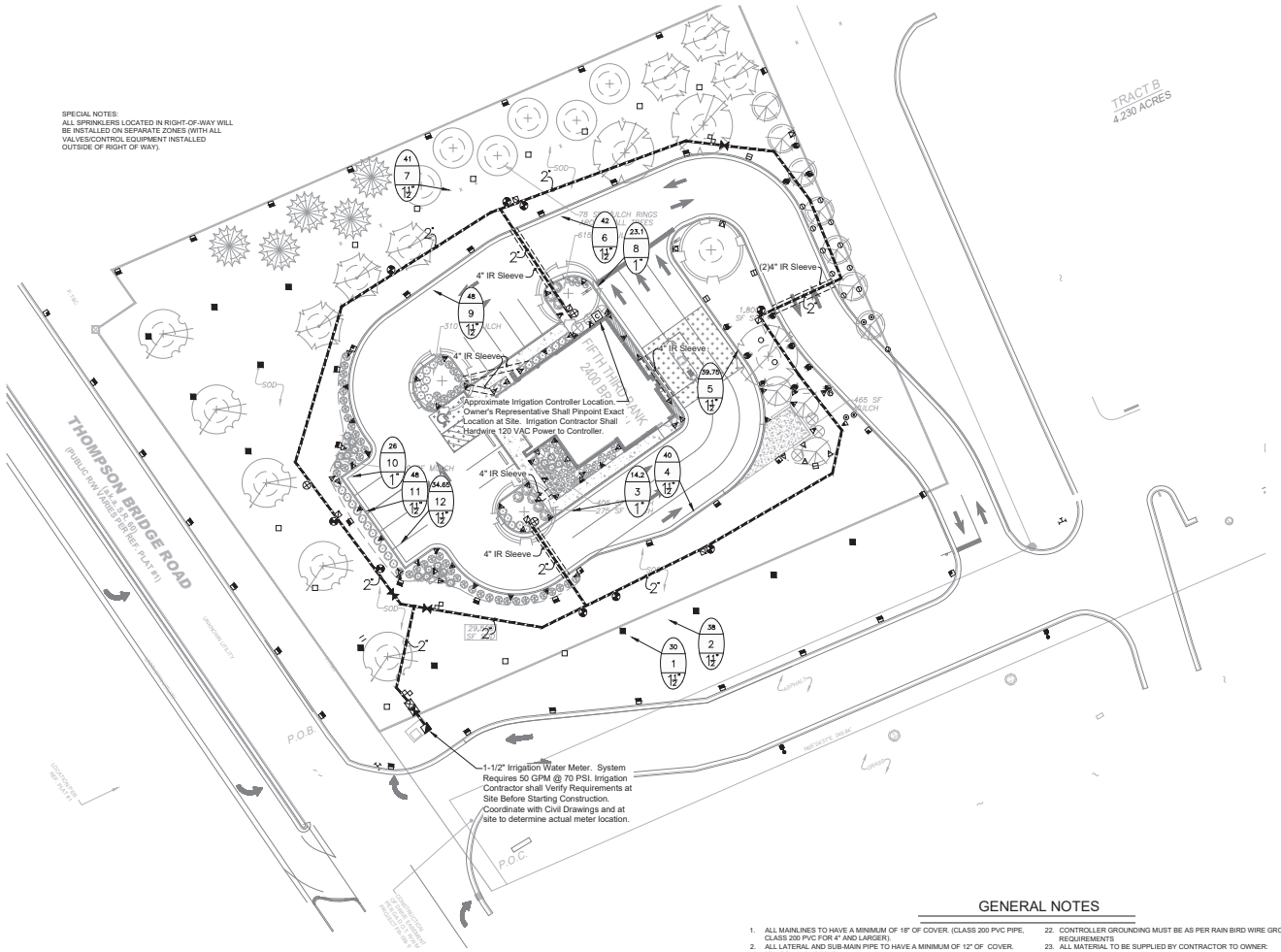
FIFTH THIRD BANK - THOMPSON BRIDGE
5654 THOMPSON BRIDGE RD.
GAINESVILLE, GA 30506

TREE PROTECTION / LANDSCAPE PLAN

Project Manager: JMJ
Drawn: OK
Checked: JMJ
Drawing Date: 1-22-2025
Project Number: 240106.001

Sheet No. L100

2025 Item 3




NOTES:
1. ALL SPRINKLER TO BE MOUNTED ON MARLEX ELLS OR UNITIZED SWING JOINTS (AS SPECIFIED ON DETAILS).
2. CONTRACTOR TO UTILIZE A AUTOMATIC DRAIN CHECK VALVE DEVICE WHERE LOW HEAD DRAINAGE MAY OCCUR.
3. ALL TWO-WIRE CABLE TO BE MINIMUM SIZE OF 14-2 MAXI-CABLE
4. ALL TWO-WIRE CABLE TO BE INSTALLED IN 1" SCH 40 PVC ELECTRICAL CONDUIT.
5. ALL ELECTRICAL CONDUITS OPENINGS TO BE FOAM SEALED.
6. ALL WIRE SPLICES TO BE MADE WITH 3M DBR/Y-6 CONNECTORS MOUNTED IN A MINIMUM OF 10" CARSON VALVE BOX
7. ALL PIPING AND WIRING UNDER HARDTOPS WILL BE IN CLASS 200 PVC PIPE SLEEVE.
8. LSP-1 SURGE ARRESTORS SHALL BE INSTALLED EVERY 300' OR EVERY 6 DECODERS (WHICHEVER IS SHORTER) ALONG TWO-WIRE PATH. LSP-1 SURGE ARRESTORS SHALL ALSO BE INSTALLED AT ALL TERMINAL ENDS OF TWO-WIRE CABLE PATHS (STAR CONFIGURATION). REFER TO DETAIL-O.
9. INSTALLATION CONTRACTOR SHALL ADHERE TO ALL MANUFACTURER SPECIFICATIONS FOR TWO-WIRE CONTROL SYSTEM INSTALLATION (WIRE SIZING, WIRE LENGTH OF RUNS, GROUNDING, ETC).

## IRRIGATION LEGEND

- 1-1/2" WATER METER AND BACKFLOW PREVENTION, SYSTEM REQUIRES 50 GPM @ 70 PSI. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THE SYSTEM REQUIREMENTS AT SITE BEFORE STARTING CONSTRUCTION.
- WINTERIZATION ASSEMBLY. DETAIL-Q.
- WATTS 9LF909-M1-QT-2", 2" REDUCED PRESSURE ASSEMBLY BACKFLOW PREVENTER. DETAIL-N.
- MANUAL DRAIN VALVE. SCH 80 PVC TRUE UNION BALL VALVE. DETAIL-E.
- RAIN BIRD ESP-LXD CONTROLLER, 50 TOTAL STATIONS, 2-WIRE/DECODER BASED MODULAR CONTROLLER, FOUR PROGRAMS, PLASTIC, WALL MOUNTED. DETAIL-J,K,P. IRRIGATION CONTRACTOR SHALL ALSO INSTALL A WIRELESS RAIN/FREEZE SENSOR FOR EACH CONTROLLER.
- RAIN BIRD 150-PEB PLASTIC ELECTRIC REMOTE CONTROL VALVE, 1-1/2" OR 2" SIZE, MOUNTED WITH SCH 80 PVC TRUE UNION BALL VALVE, MOUNTED WITH RAIN BIRD SINGLE STATION DECODER (FD-101TURF). DETAIL-A.
- RAIN BIRD 100-PEB PLASTIC ELECTRIC REMOTE CONTROL VALVE, 1" SIZE, MOUNTED WITH SCH 80 PVC TRUE UNION BALL VALVE, MOUNTED WITH RAIN BIRD SINGLE STATION DECODER (FD-101TURF). DETAIL-A.
- RAIN BIRD 1806-SAM, 6" POP-UP LAWN SPRAY SPRINKLER, 15' RADIUS, FULL-4.0 GPM, HALF-2.0 GPM, QUARTER-1.0 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1806-SAM, 6" POP-UP LAWN SPRAY SPRINKLER, 12' RADIUS, FULL-3.0 GPM, HALF-1.5 GPM, QUARTER-0.75 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1806-SAM, 6" POP-UP LAWN SPRAY SPRINKLER, 10' RADIUS, FULL-2.0 GPM, HALF-1.0 GPM, QUARTER-0.5 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1806-SAM, 6" POP-UP LAWN SPRAY SPRINKLER, 8' RADIUS, FULL-1.2 GPM, HALF-0.6 GPM, QUARTER-0.3 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1806-SAM, 6" LAWN POP-UP SIDE STRIP SPRAY SPRINKLER, 9' X 18' RADIUS, 2.0 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1806-SAM, 6" LAWN SIDE STRIP SPRAY SPRINKLER, 4' X 30' RADIUS, 1.5 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1806-SAM, 6" LAWN END STRIP SPRAY SPRINKLER, 4' X 15' RADIUS, 1.0 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB SPRAY SPRINKLER, 15' RADIUS, FULL-4.0 GPM, HALF-2.0 GPM, QUARTER-1.0 GPM, 30 PSI. DETAIL-B.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB SPRAY SPRINKLER, 12' RADIUS, FULL-3.0 GPM, HALF-1.5 GPM, QUARTER-0.75 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1812-SAM, 12' HI-POP SHRUB SPRAY SPRINKLER, 10' RADIUS, FULL-2.0 GPM, HALF-1.0 GPM, QUARTER-0.5 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB SPRAY SPRINKLER, 8' RADIUS, FULL-1.2 GPM, HALF-0.6 GPM, QUARTER-0.3 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB SPRAY SPRINKLER, 5' RADIUS, HALF-0.2 GPM, QUARTER-0.1 GPM, 30 PSI. DETAIL-C.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB SIDE STRIP SPRAY SPRINKLER, 9' X 18' RADIUS, 2.0 GPM, 30 PSI. DETAIL-B.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB SIDE STRIP SPRAY SPRINKLER, 4' X 30' RADIUS, 1.5 GPM, 30 PSI. DETAIL-B.
- RAIN BIRD 1812-SAM, 12" HI-POP SHRUB END STRIP SPRAY SPRINKLER, 4' X 15' RADIUS, 1.0 GPM, 30 PSI. DETAIL-B.
- HUNTER I-20-06-SSLAWN ROTOR, 40' RADIUS, FULL-8.0 GPM, HALF-4.0 GPM, QUARTER-2.0 GPM, 45 PSI, DETAIL-B.
- HUNTER I-20-06-SS LAWN ROTOR, 30' RADIUS, FULL-4.0 GPM, HALF-2.0 GPM, QUARTER-1.0 GPM, 45 PSI, DETAIL-B.
- RAIN BIRD #5 QUICK COUPLING VALVE 1" SIZE. CONTRACTOR TO SUPPLY TWO QCV KEYS AND MATCHING HOSE SWIVELS. DETAIL-F.
- SCH 80 PVC TRUE UNION BALL VALVE, SIZED SAME AS MAINLINE, MOUNTED IN CARSON VALVE BOX, DETAIL-L.
- MAINLINE PIPE: 2" CLASS 200 PVC PIPE UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS.
- IRRIGATION SLEEVE: CLASS 200 PVC, SIZE NOTED ON PLAN. DETAIL-H.
- LATERAL LINE PIPE: CLASS 200 PVC SOLVENT WELD PIPE UTILIZING SCH 40 PVC SOLVENT WELD FITTINGS, SIZE NOTED.
- ELECTRICAL CONDUIT SLEEVE, REFER TO NOTES ON PLANS.

## GENERAL NOTES

1. ALL MAINLINES TO HAVE A MINIMUM OF 18" OF COVER. (CLASS 200 PVC PIPE, CLASS 200 PVC FOR 4" AND LARGER).
2. ALL LATERAL AND SUB-MAIN PIPE TO HAVE A MINIMUM OF 12" OF COVER. (CLASS 200 PVC PIPE).
3. NO ROCKS, BOULDER, OR OTHER EXTRANEOUS MATERIALS TO BE USED IN BACKFILLING OF TRENCH.
4. ALL PIPE TO BE INSTALLED AS PER MANUFACTURERS' SPECIFICATIONS.
5. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE OR LIQUID TEFLON.
6. ALL LINES TO BE THOROUGHLY FLUSHED BEFORE INSTALLATION OF SPRINKLER HEADS.
7. SPRINKLER AND RELATED EQUIPMENT TO BE INSTALLED AS PER DETAILS.
8. ALL ELECTRICAL JOINTS TO BE MADE USING WATERPROOF CONNECTIONS AS SHOWN ON DETAILS.
9. ALL EQUIPMENT NOT SPECIFIED IN THE LEGEND SHALL BE DETERMINED AND FURNISHED BY THE CONTRACTOR.
10. NO ELECTRICAL CONNECTIONS SHALL BE MADE IN THE FIELD EXCEPT AT A VALVE CONTROL BOX OR ANOTHER VALVE BOX SPECIFICALLY FOR CONNECTIONS.
11. ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET MUST BE REFERRED TO THE IRRIGATION CONSULTANT BY THE CONTRACTOR FOR CLARIFICATION BEFORE PRECEEDING WITH THE WORK.
12. ALL TWO-WIRE CONTROL WIRES SHALL BE #14-2 MAXI CABLE, INSTALLED IN 1" SCH 40 PVC ELECTRICAL CONDUIT.
13. CONTRACTOR TO BE RESPONSIBLE FOR PROPER COVERAGE OF AREAS TO BE WATERED, I.E. ADJUST HEADS WITH INSUFFICIENT COVERAGE DUE TO BLOCKAGE BY EXISTING OR PROPOSED SITE FEATURES.
14. CONTRACTOR TO REFER TO LANDSCAPE PLAN TO KEEP SPRINKLER EQUIPMENT AND ACCESSORY MATERIAL FROM INTERFERING WITH PROPER PLANTING, i.e. VERIFY ROOT BALL SIZE FOR PLANTING.
15. CONTRACTOR SHALL PROVIDE EXPANSION COILS AT EACH WIRE CONNECTION IN VALVE BOX (WRAP AROUND 3/4" PIPE 12 TIMES).
16. CONTRACTOR TO UTILIZE APPROPRIATE AUTOMATIC DRAIN DEVICE WHERE LOW HEAD DRAINAGE MAY OCCUR.
17. ALL SPRINKLERS TO BE INSTALLED AS DETAILED ON PLANS.
18. CONTRACTOR SHALL UTILIZE VALVE I.D. TAGS ON ALL REMOTE CONTROL VALVES.
19. 24 VOLT WIRE SHALL BE COLOR CODED PER SEPARATE WIRE RUNS.
20. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDED GROUNDING EQUIPMENT FOR POWER SUPPLY AND VALVE OUTPUT WITH PAIGE WIRE GROUND PLATE ASSEMBLY.
21. CONTRACTOR SHALL INSTALL MANUFACTURERS' RECOMMENDATION ON FAULT GROUND AND LIGHTNING PROTECTION.
22. CONTROLLER GROUNDING MUST BE AS PER RAIN BIRD WIRE GROUNDING REQUIREMENTS
23. ALL MATERIAL TO BE SUPPLIED BY CONTRACTOR TO OWNER:
    A. TWO WRENCHES FOR DISASSEMBLING AND ADJUSTING EACH TYPE OF SPRINKLER HEADS AND VALVE SUPPLIED.
    B. TWO KEYS FOR EACH OF THE AUTOMATIC CONTROLLERS.
    C. TWO QUICK COUPLER KEYS WITH MATCHING HOSE SWIVELS.
24. SYSTEM IS DIAGRAMMATIC TO IMPROVE CLARITY. ALL MAINLINE PIPING ELECTRIC VALVES AND WIRING ARE TO BE INSTALLED IN LANDSCAPE AREAS AND WITHIN PROPERTY BOUNDARIES. CONTRACTOR SHALL REFERENCE THE LANDSCAPE PLAN PRIOR TO THE INSTALLATION OF PIPING TO AVOID CONTACT WITH PLANT MATERIALS EXISTING OR NEW.
25. CONTRACTOR TO ADD EXTENSION RISER TO POP-UP HEADS WHEN NEEDED FOR PROPER COVERAGE.
26. CONTRACTOR SHALL INSTALL SPRINKLER EQUIPMENT 12" FROM FOUNDATIONS. ALSO INSTALL SPRINKLERS 4" FROM CURB OR WALKS.
27. PRIOR TO BID IRRIGATION CONTRACTOR SHALL VERIFY RIGHT-OF-WAY AND BACKFLOW REQUIREMENTS. NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS CONTRACTOR SHALL NOTIFY CONSULTANT OF ANY CHANGES FROM PLANS AND SPECIFICATIONS.
28. IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER AND LANDSCAPE ARCHITECT WITH A REPRODUCIBLE CROSS MEASURED AS-BUILT DRAWING OF THE INSTALLED IRRIGATION SYSTEM IN AUTOCAD 2010 FORMAT BEFORE FINAL ACCEPTANCE.
29. A 1-YEAR WARRANTY PERIOD SHALL BE PROVIDED FOR SYSTEM AFTER SUBSTANTIAL COMPLETION IS ACCEPTED. START UP AND ADJUSTING OF SYSTEM IN SPRING TIME SHALL BE INCLUDED IN WARRANTY.
30. PRIOR TO BID, CONTRACTOR SHALL VERIFY THAT ALL MATERIALS, INSTALLATION PARAMETERS AND OPERATIONS CONFORM TO ALL APPLICABLE CODES AND ORDINANCES. NO LATER THAN FIVE DAYS BEFORE BID SUBMITTALS CONTRACTOR SHALL NOTIFY IRRIGATION CONSULTANT/DESIGNER OF ANY CHANGES REQUIRED DUE TO CURRENT CODE OR ORDINANCE DISCREPANCIES. IF CONTRACTOR DOES NOT COMPLY TO THIS NOTIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY INSTALLATION CHANGE AND REDESIGN COSTS FOR NON-COMPLIANCE.
31. UNLESS OTHERWISE NOTED, THE CONTRACTOR MUST COMPLETE 2 PRESSURE TESTS OF THE IRRIGATION SYSTEM MAINLINE (BOTH TO SHOW NO DROP IN PRESSURE DURING DURATION OF TEST.
    A. 2-HOUR PRESSURE TEST AT 1.5 TIMES THE SYSTEM STATIC PRESSURE
    B. 24-HOUR PRESSURE TEST AT THE SYSTEM STATIC PRESSURE
32. IRRIGATION INSTALLATION CONTRACTOR SHALL PROVIDE OWNER WITH A COLOR-CODED ZONES DIAGRAM PLAN, 8-1/2"X11" LAMINATED SHEET(S), TO IDENTIFY CONTROLLER STATION TO THE CONTROL VALVE NUMBER FOR EACH CONTROLLER. TO BE LOCATED IN ADHESIVE POUCH ATTACHED INSIDE OF CONTROLLER(S).

TYPICAL VALVE INDICATOR

28.5 — GALLONS PER MIN.
10 — STATION NUMBER
1 1/2" — VALVE SIZE

0 10 20 40

GEORGIA811

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HEAPY ENGINEERING, 1400 W. DOROTHY LANE

| No. | Issue/Revision/Submission | Date |
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| 1. | BID AND PERMIT | 01.16.2025 |

FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINSEVILLE, GA 30506

IRRIGATION PLAN

07.07.2025

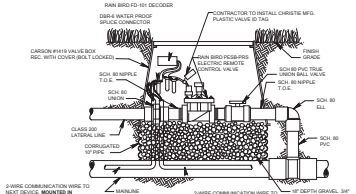
GEORGIA

Project Manager: DTW
Drawn: ICS
Checked: ICS
Drawing Date: 1-23-2025
Project Number: 240106.001

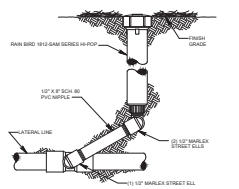
IR100

Item 3

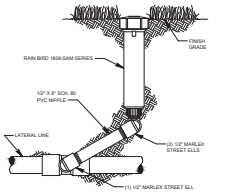
NOTE:
ALL VALVE BOXES SHALL BE BLACK IN COLOR AND INSTALLED IN LANDSCAPE BEDS WHENEVER POSSIBLE (ANYTHING SHOWN IN TURF AREAS IS DIAGRAMMATIC FOR READABILITY PURPOSES ONLY)



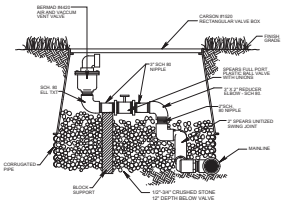

A CONTROL VALVE
NTS




B SHRUB SPRAY
NTS




C LAWN SPRAY
NTS




D AIR VENT ASSEMBLY
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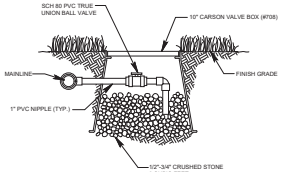


E MANUAL DRAIN VALVE
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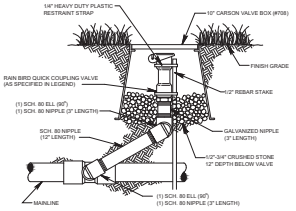


F QUICK COUPLING VALVE
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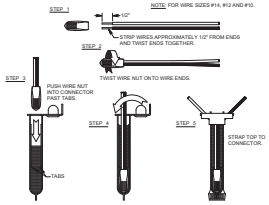
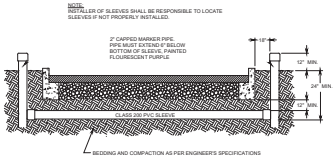



G WIRE CONNECTION
3M-DBR/Y-6
NTS




H SLEEVING
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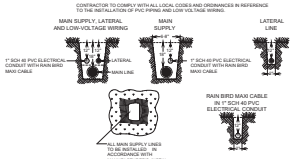


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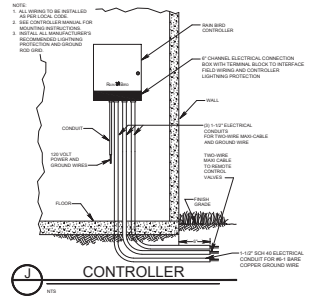
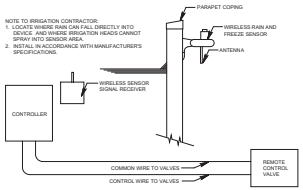



J CONTROLLER
NTS




K RAIN/FREEZE SENSOR
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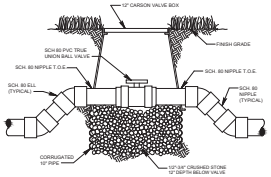


L ISOLATION BALL VALVE
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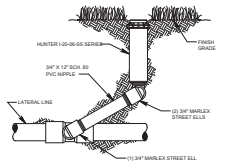


M LAWN ROTOR
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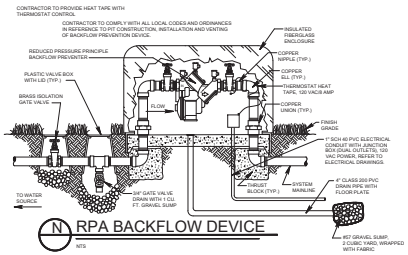
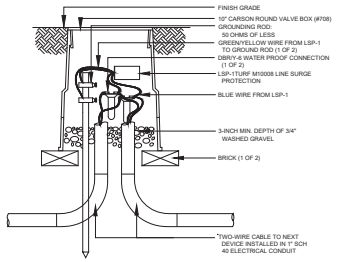


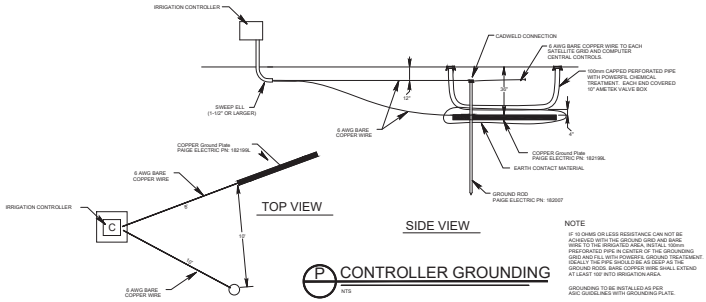

N RPA BACKFLOW DEVICE
NTS

* IRRIGATION CONTACTOR SHALL SUBMIT BACKFLOW DETAIL TO LOCAL AUTHORITIES FOR APPROVAL BEFORE STARTING CONSTRUCTION.




NOTES:
1. LSP-1 SHOULD BE INSTALLED EVERY 300 FT ON TWO-WIRE PATH OR EVERY 6 DECODERS (WHICHEVER IS SHORTER).
2. LSP-1 TO BE INSTALLED AT END OF WIRE RUN THAT TERMINES IN THE FIELD (STAR CONFIGURATION).

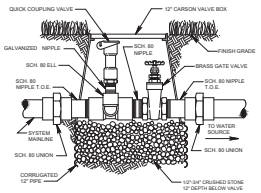
O SURGE PROTECTION TO TWO-WIRE PATH
NTS




NOTE
IF 10 OHMS OR LESS RESISTANCE CAN NOT BE ACHIEVED WITH ONE GROUND ROD AND WIRE TO THE IRRIGATED AREA, INSTALL 100mm PERFORATED PIPE IN CENTER OF THE GROUNDING GRID AND FILL WITH POWERFIL GROUND TREATEMENT. IDEALLY THE PIPE SHOULD BE AS DEEP AS THE GROUND RODS. BARE COPPER WIRE SHALL EXTEND AT LEAST 100' INTO IRRIGATION AREA.

GROUNDING TO BE INSTALLED AS PER ASIC GUIDELINES WITH GROUNDING PLATE.

P CONTROLLER GROUNDING
NTS




Q WINTERIZATION ASSEMBLY
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FIFTH THIRD BANK - THOMPSON BRIDGE
3654 THOMPSON BRIDGE RD.
GAINESVILLE, GA 30506
IRRIGATION DETAILS

07.07.2025

| | |
|---|---|
| Project Manager | DTW |
| Drawn | ICS |
| Checked | ICS |
| Drawing Date | 1/23/2025 |
| Project Number | 240106.001 |

Sheet No. IR200

| No. | Issue/Revision/Submission | Date |
|---|---|---|
| 1. | BID AND PERMIT | 01.16.2025 |

**UNDERGROUND IRRIGATION SYSTEM**

**PART 1- GENERAL**

**1.1 SYSTEM DESCRIPTION**

A. The sprinkler system shall include sprinklers, valves, piping fittings, controller, wiring, all of sizes and types as shown on the drawings and specified. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

B. Sprinkler lines shown on the drawings are essentially diagrammatic. Spacing of the sprinkler heads or quick coupling valves are shown on the drawings and shall be exceeded only with written permission of the Designer.

C. Unless otherwise specified or indicated on the drawings, the construction of the sprinkler system shall include the furnishing, installing, and testing of all mains, laterals, risers and fittings, sprinkler heads, gate valves, control valves, controllers, electric wire, controls, backflow preventers, enclosures, and other necessary specialties and the removal and/or restoration of existing improvements, excavating and backfill, and all other work in accordance with the plans and specifications a required for a complete system.

**1.2 QUALITY ASSURANCE**

A. Installer Qualifications: Irrigation Contractor shall have successfully completed five (5) projects similar in material, size, scope and complexity to that indicated for this Project that have resulted in construction with a record of successful in-service performance. This requirement includes Pump installation Contractor.

1. Firm Experience Period: Five (5) years of experience

2. Field Foreman Experience: Five (5) years of experience with installing firm.

B. Conference: Before any work is started a conference shall be held between the Contractor and the Owner concerning the work under this contract.

B. The Contractor shall maintain continuously a competent superintendent, satisfactory to the Owner, on the work during progress with authority to act or him in all matter pertaining to the work.

C. It is the Irrigation Contractor's responsibility to coordinate and cooperate with the other Contractors to enable work to proceed rapidly and efficiently.

D. The Contractor shall confine his operations to the area to be improved and to the areas allotted him by the Designer and General Contractor for material and equipment.

E. Contractor shall take all necessary to protect the existing site conditions and vegetation.

**1.3 SUBMITTALS**

A. General: Submit in accordance with Shop Drawings, Product Data, and Samples.

B. Shop Drawings and Equipment Product Information:

1. Prior to purchasing materials, submit product information on all sprinkler heads, automatic valves, quick coupling valves, controller, and pipe to be used on the project.

2. Contractor shall review drawings and data to supply actual precipitation rates and times for each zone in maintenance package.

3. Prior to trenching, Contractor shall submit proposed trenching equipment to Designer for approval.

C. Record Drawings and Instructions

1. Upon completion of installation, Contractor shall produce as-built drawings in Autocad 2017 format and furnish one set of reproducible and one set of printed record drawings showing all sprinkler heads, valves, drains, and pipelines to scale with dimensions. These drawings shall have dimensions from easily located stationary points (cross measured) as they relate to all valves, mainlines, and wire. Clearly note all approved substitutions of size, material, etc. Complete, concise instruction sheets and parts lists covering all operating equipment and weathering techniques shall be bound into folders and furnished to the Owner in three (3) copies. Submission of this information is a requirement for final acceptance.

**1.4 SITE CONDITIONS**

A. The Contractor shall examine the site, plans and specifications (i.e. system requirements).

B. It shall be the Contractor's responsibility to report in writing to the Designer any deviations between drawings, specification, and actual site conditions. Failure to do so prior to the installing of equipment shall be done at the Contractor's expense.

C. Adjustment of the sprinkler heads and automatic equipment will be done by the Contractor, upon completion of installation, to provide optimum performance.

D. After completion, testing, and acceptance of the system, the Contractor shall verbally instruct the Owner's personnel in the operation and maintenance of the system. All written instruction shall be included in the bound maintenance package as stated in Paragraph 1.3 - Submittals.

**PART 2 - PRODUCTS**

**2.1 PIPE AND FITTINGS**

A. Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes will be permitted, but substitutions of larger size may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

B. All mainline piping (21/2") two and one half inches and larger will be equipped with gaskets.

C. All fittings for mainline pipes two and one half (21/2") inches or larger will be equipped with gaskets.

D. All piping downstream of electric valves, sizes (3) inches and smaller, shall be rigid unplasticized PVC 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, wrinkles and permanently marked with the manufacture's name, material, size, and schedule type. Pipe must bear the NFS seal.

E. All mainline piping and underground piping under continuous pressure shall be rigid unplasticized PVC-Class 200 PSI working pressure extruded from virgin parent material of the type specified on the drawings. The pipe shall be homogeneous throughout and free from visible cracks, holes, and foreign materials, blisters, wrinkles and dents.

F. All plastic fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld, slip joint ring tight seal, or screwed connections NO fitting made of other material shall be used except as hereinafter specified.

G. Slip fitting socket tapers shall be so sized that a dry unsoftened pipe end conforming to these special provisions can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only Schedule 80 pipe may be threaded.

H. Fittings for all Mainline Piping 4" and larger shall be Harco Ductile Iron Gasketed Fittings. All mainline shall utilize approved thrust blocking and or restraints. Thrust Blocking and restraints to be installed as per manufacturer's recommendations for pipe type, pipe size and local environmental conditions.

**2.2 SLEEVES**

A. All sleeves shall be Class 200 PVC or stronger. All sleeves are required at every crossing indicated on drawings. (Size Noted)

B. All sleeves shall be installed under proposed pavement areas prior to subgrade and base construction.

C. Sleeves shall have a minimum horizontal separation of 18" and a maximum of twenty-four (24) inch clearance below bottom of curb.

D. All sleeves shall have a minimum horizontal separation of twenty-four (24) and maximum of thirty-six inches from center to center.

E. Stub up sleeve pipe twelve (12) inches above ground surface and cap. Paint cap with fluorescent orange paint for easy identification.

F. The location of all sleeves shown on the plans is schematic. The contractor shall make any adjustments necessary to accommodate existing vegetation, utilities, or other existing conditions.

G. If the road crossings are designated as being bore locations the bore must be ample size to accommodate the size sleeve specified.

**2.3 CONTROL SYSTEM**

A. The Controller shall be two-wire, decoder based system (as stated on plans).

B. The automatic controllers shall be as shown on the plans and shall be made by the same manufacturer as valves.

C. Install Rain Check or Mini-Click type shut off device to override the control timer in the event of rain.

**2.4 CONTROL WIRE**

A. Two-wire Control wire shall be type UF, UL approved, for direct burial and shall be #14-2/MAXI (MINIMUM SIZE), solid copper, double jacked, insulated.

B. Joining of underground wires shall be made with watertight connectors in valve boxes. No splicing between boxes is acceptable. Utilize 3M DBR/Y-6 Connections unless directed otherwise.

C. All wire connections in valve boxes; first example shall stay open until the Designer approves.

D. Install LSP-1 Surge Protection Device every 300 feet or every 6 decoders, whichever is less, with Ground Rod, on two-wire path and at end of wire run that terminates in field (star configuration).

**2.5 IRRIGATION VALVES**

A. Zone Control Valves

1. Globe-type diaphragm valves of normally closed design, with bronze bodies or heavy- duty plastic and covers (type noted on drawings). Operation accomplished by means of an integrally mounted heavy-duty 24 volt AC solenoid complying with National Electrical Code, Class II Circuit, solenoid coil potted in epoxy resign within a plastic-coated stainless steel housing. Solenoids shall be completely waterproof, suitable for direct underground burial. Provide a flow stem adjustment in each valve.

2. To be installed with Single Station Decoder (as specified on plans).

**2.6 VALVE BOXES**

A. All valves shall be installed in thermoplastic valve access boxes of the size required to permit access to the valve. Valve boxes shall include black thermoplastic locking covers. Manufacturer - Carson or approved equal.

B. All valve boxes shall be installed on at least a two (2) cubic foot gravel base to provide foundation and drainage.

C. All valve box elevations shall be ½" below finished grade.

**2.7 THRUST BLOCKS**

A Place one cubic ft. of concrete for each inch of pipe diameter for thrust block. Thrust shall not allow vertical or horizontal movement of pipe in any direction unless otherwise noted on design. Thrust blocking shall be provided on all piping three (3) inch diameter and larger.

**2.8 DRIP IRRIGATION**

A. Drip irrigation equipment shall be as specified on plans (emitter types, emitter flow rates, etc).

**PART 3 - EXECUTION**

**3.1 EXCAVATION AND BACKFILL**

A. Trenches for pipe sprinkler lines shall be excavated of sufficient depth and width to permit proper handling and installation by any other method the Contractor may desire if approved by the Owner, pipe manufacturer, and Designer. The backfill shall be thoroughly compacted and evened off with the adjacent soil level. Selected fill dirt or sand shall be used if soil conditions are rocky. In rocky areas the trenching depth shall be two (2) inches below normal trenching depth to allow for this bedding. The fill dirt or sand shall be used in filling (4) inches above the pipe. The remainder of the backfill shall contain no lumps or rocks larger than three (3) inches. The top twelve (12) inches of backfill shall be topsoil, free of rocks, subsoil, or trash. Any open trenches or partially backfilled trenches left overnight or left unsupervised shall be barricaded to prevent undue hazard to the public.

B. The Contractor shall backfill in six (6) inch compacted lifts as needed to bring the soil to its original density.

C. In the spring following the year of installation, the Contractor shall repair any settlement of the trenches by bringing them to grade with topsoil, and seeding with the existing lawn type(s). Watering and maintenance of the repaired areas shall be the Owner's responsibility.

**3.2 INSTALLATION OF PLASTIC PIPE**

A. Plastic pipe shall be installed in a manner that permits expansion and contraction as recommended by the manufacturer.

B. Plastic pipe shall be cut with a handsaw or hacksaw with the assistance of a square in sawing vice or in a manner so as to ensure a square cut. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.

C. All plastic-to-plastic joints shall be solvent weld joints or slip seal joints. Only the solvent recommended for the pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer. The Contractor shall assume full responsibility for the correct installation.

D. The joints shall be allowed to set at least twenty-four (24) hours before pressure is applied to the system on PVC pipe.

**3.3 CONTROLLER AND ELECTRICAL CONNECTIONS**

A. All electrical connections shall conform to the National Electrical Code, latest edition.

B. Control wires installed beneath walks, drives, or other permanent surfaces shall be placed in sleeves.

C. Wires shall be spliced only at valve boxes.

D. Leave twenty-four (24) inch loop of wire at each valve for expansion/contraction and servicing.

E. Controllers and valves shall be from the same company e.g. (Rain Bird, Toro or approved equal).

F. 120 VAC electrical power supply to the controller location shall be supplied by others.

**3.4 FLUSHING AND TESTING**

A. After all new sprinkler piping and risers are in place and connected for a given section and all necessary division work has been completed and prior to the installation of sprinkler heads all control valves shall be opened and a full head of water used to flush out the system.

B. Sprinkler main shall be pressure tested as follows:
1. Two (2) hour pressure test at 1.5 times the system operating pressure
2. Twenty four (24) hour pressure test at the system operating pressure
If leaks occur, repair and repeat the test until no leaks occur (pressure does not drop). Give Designer twenty-four hours notice prior to testing.

C. Testing of the system shall be performed after completion of the entire installation and any necessary repairs shall be made at the Contractor's expense to put the system in good working order before final payment by the Owner.

D. Adjustment of the sprinkler heads, and automatic equipment, will be done by the Contractor upon completion of installation to provide optimum performance. Minor adjustments during the guarantee period will be made by the Owner.

E. After completion, testing, and acceptance of the system, the Contractor will instruct the Owner's personnel in the operation and maintenance of the system.

**3.5 CLEAN UP AND PROTECTION**

A. During irrigation work, Contractor shall keep project site clean and orderly

B. Upon Completion of Work, clear grounds of debris, superfluous materials and all equipment.
Remove from site to satisfaction of the Owner's Representative.

**3.6 WINTERIZING THE SYSTEM**

A. Contractor's responsibility to winterize the irrigation system the first winter following Substantial Completion of the Project.

**3.7 INSPECTION**

A. Periodic Inspections will be made by the Landscape Architect/Owner's Representative to review the quality and progress of the work. Work found to be unacceptable must be corrected within a timely mater (to be determined by Owner's Representative). Remove rejected materials promptly from the project site.

B. It will be the responsibility of the Irrigation Contractor to provide a reliable communication system (i.e. Two way radios or remote radio control activation system) for Substantial Completion and all periodic inspections.

**PART 4.0 - CODES, PERMITS, WARRANTY, AND GUARANTEE**

**4.1 CODES AND ORDINANCES**

A. All materials, installation parameters, and operations shall conform to all applicable codes and ordinances. It is the Contractor's responsibility to investigate and follow all regulations. Contractor is responsible to verify applicable codes and ordinances prior to submitting bid. Before bid submittal, it is the Contractor's responsibility to notify the Irrigation Consultant/Designer at least 5 days before bid submittal, of any changes due to code or ordinance discrepancies. If the Contractor does not comply with this process and notification, the Contractor shall be responsible for the necessary installation change and redesign costs for non-compliance.

**4.2 PERMITS AND FEES**

A. The Contractor shall obtain, at his expense, all required permits and shall pay all required fees. Any penalties imposed due to failure to obtain any permit or pay any fee shall be the responsibility of the Contractor.

**4.3 WARRANTY AND GUARANTEE**

A. The Contractor shall furnish a certificate of warranty registration and a written guarantee of work and materials for a one year period from the date of final acceptance of the Irrigation System by the Owner and the Designer.

**END OF SECTION**

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IRRIGATION DETAILS

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Project Manager: DTW
Drawn: ICS
Checked: ICS
Drawing Date: 1-23-2025
Project Number: 240106.001

IR300

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**COUNTY OF CLARKE**

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File No. 13929-8

## LIMITED WARRANTY DEED

**THIS INDENTURE** made and entered into as of the 28th day of June, 2021, by and between **JAMES ROGER MARTIN and LYNN MARTIN GOOCH** as Parties of the First Part, and **D. BARRETT INVESTMENT PROPERTIES, L.L.C., a Georgia limited liability company,** as Party of the Second Part.

**WITNESSETH**, for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the Parties of the First Part have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm unto the said Party of the Second Part, its successors and assigns, the real property being more particularly described on Exhibit A attached hereto and incorporated herein.

**TO HAVE AND TO HOLD** the said described Property with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in Fee Simple.

And the said Parties of the First Part warrant and will forever defend the right and title to the above-described Property unto the said Party of the Second Part, its successors and assigns, against the lawful claims of all persons whomsoever owning, holding or claiming by, through or under the Parties of the First Part.

**IN WITNESS WHEREOF,** the Parties of the First Part have hereunto set their hands, affixed their seals and delivered these presents the day and year first above written.

_____ (Seal)
James Roger Martin

_____ (Seal)
Lynn Martin Gooch
*by James Roger Martin, Attorney in Fact*

Signed, sealed and delivered
in the presence of:

_____
Unofficial Witness

_____
Notary Public

MONICA LEE K. TALLEY
NOTARY PUBLIC
OCONEE COUNTY, GEORGIA
EXP. JULY 24, 2022

**EXHIBIT A**

All that tract or parcel of land situated, lying and being in Bark Camp District, Hall County, Georgia, and being Lot No. Eleven (11) of the John A. Gaines Subdivision, on the Gainesville-Murrayville-Bark Camp Road, as shown by plat of said subdivision made by S.C. Moon, County Surveyor, of Hall County, on July 1, 1936, being plat recorded in Plat Book 3, Page 118, to which plat reference is hereby made for a full description of the lot herein conveyed with all improvements thereon consisting of a five-room frame dwelling. This is the same property described in a Warranty Deed dated October 22, 1946 from Frank H. Peck to Robert Martin Jr. and as described in a Warranty Deed dated March 6, 1980 from Robert Martin, Jr. to Foy Martin.

LESS AND EXCEPT:

ALL that tract or parcel of land being more particularly described in that certain Department of Transportation Right of Way Deed executed by Foy Martin and Robert Martin, Jr., dated July 1, 1991, and recorded in Deed Book 1621, page 328, Hall County, Georgia records.

CITY OF
GAINESVILLE
WATER RESOURCES

April 3, 2025

BHDP
Attn: Andrew Lehman
Alehman@bhdp.com

Re: Water & Sanitary Sewer Availability
Proposed Commercial Site
PIN: 10104 000002

Dear Mr. Lehman,

The purpose of this letter is to confirm the availability of water and sanitary sewer service to the above-referenced property.

The City of Gainesville owns and operates an existing 24-inch DIP water main in the right-of-way of Thompson Bridge Road along the frontage of the subject property. The City also owns and operates existing 12-inch gravity sanitary sewer located on the subject property.

The City of Gainesville has adequate domestic capacity for your proposed commercial development, which we understand will generate an anticipated average sewage flow of 120 GPD and a peak flow of 300 GPD.

This confirmation of water and sanitary sewer availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services and GIS Manager

cc: Tracy Robar, P.E., Engineering and Construction Division Manager
Chris Thornhill, Project Manager

Outlook

## HCPC Tentative Agenda 6.16.25

**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
**Date** Tue 5/13/2025 9:01 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Item 1, 5183 Glen Forrest Drive, Ozoemena: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system.

Item 2, 5235/5241 Winder Hwy, Genuine Mapping: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 3, 3654 Friendship Rd, Taylor Morrison: No comment. Public sewer.

Item 4, 3654 Thompson Bridge Rd, Fifth Third Bank: No comment. Public sewer.

Items 5A/B, 2978 Athens Hwy, Mistry: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 6, 2620/2634 Barrett Rd, Dowdy: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Environmental Health can only permit residential strength wastewater; therefore, non-domestic wastewater will be required to be disposed of through public sewer or an EPD permitted system. Further determination will be made during the civil plan review process.

Item 7, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

Item 8, 5401 Old Winder Hwy, K2P Land Partners: No comment. Public sewer.

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

Outlook

## RE: Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

**From** Nembhard, Nakia L <NNembhard@dot.ga.gov>
**Date** Thu 5/8/2025 10:24 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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 morning,

1. No coordination with GDOT.
2. Will require GDOT coordination.
3. Will require GDOT coordination.
4. Will require GDOT coordination.
5. Will require GDOT coordination.
6. Will require GDOT coordination.
7. No coordination with GDOT.
8. No coordination with GDOT.

Thanks,

**Nakia Nembhard**
*Civil Engineer 3*

Georgia Department of Transportation

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, May 8, 2025 9:46 AM
**Subject:** Tentative Agenda for the June 16, 2025 Hall County Planning Commission Meeting

**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 Morning,

Here is the Tentative Agenda and Maps for the **June 16, 2025** 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 **Friday, May 16, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – June 2, 2025**

**NEW BUSINESS**

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 | **Genuine Mapping & Design c/o Ben Drerup**

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

   **(B) 2978 Athens Highway | Special Use |** for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, applicant**

*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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, July 24, 2025, 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, July 24, 2025. 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.

**Kaitlyn Elliott**

**Planning Commission Clerk**

**Hall County Community Development and Infrastructure**

(770) 531-6810 www.hallcounty.org

HALL COUNTY
GEORGIA
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GEORGIA

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GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** May 16, 2025

**Subject:** June 16, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the June 16, 2025 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

1. **5183 Glen Forrest Drive | Variance to section 4.3 |** to reduce the minimum yards | on a 1.72± acre tract located on the south side of Glen Forrest Drive, approximately 1,363 feet from its intersection with Glen Forrest Court | Zoned R-1; Tax Parcel 15043K000021 **| Proposed Use: Bring an existing residence into compliance |** * Commission District 1 | **Chinyere Ozoemena, applicant**

a. **Engineering**: No comment
b. **Traffic:** No comment
c. **Utilities:** No sewer in area. Gainesville water

2. **5235 & 5241 Winder Highway | Variance to Section 6.2 |** GCOD Transitional Buffers | on a combined 1.47± acre traced located on the northeast side of Winder Highway, approximately 2,665 feet from its intersection with Howington Road | Zoned I-1; Tax Parcels 15028 000019 & 15028 000029 **| Proposed use: Office/warehouse |** *Commission District 1 **| Genuine Mapping & Design c/o Ben Drerup**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
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.

b. **Traffic:** No comment

c. **Utilities:** Sanitary sewer is available to these via a force main on the south side of Winder Hwy. A pump station will be required.

3. **3654 Friendship Road, 3760, 3746 & 3778 Friendship Circle | Special Use |** to amend conditions of zoning | on a 116.04± acre tract located on the south side of Friendship Circle at its intersection with Friendship Place | Zoned PRD; Tax Parcels 15048 000008, 000007, 000025C, & 000204A **| Proposed use: Model homes & construction trailer |** **Commission District 1 | **Taylor Morrison of GA, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
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.

b. **Traffic:** No comment

c. **Utilities:** The new Friendship Road gravity sewer line runs through this property. It is available for connection.

4. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

b. **Traffic:** No comment

c. **Utilities:** Gainesville sanitary sewer service area.

5. **(A) 2978 Athens Highway | Rezone |** from Light Industrial (I-1) to Highway Business (H-B) | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 | **Proposed use: Convenience store with fuel sales** | ** Commission District 3 | **Asif Mistry, applicant**

**(B) 2978 Athens Highway | Special Use |** for fuel sales in GCOD | on a 1.12± acre tract located on the southwest side of Athens Highway at its intersection with Baker Road | Zoned I-1; Tax Parcel 15023 000173 **| Proposed use: Convenience store with fuel sales |** ** Commission District 3 | **Asif Mistry, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** GDOT permit required for proposed Athens Hwy (SR 11/ US 129) access.
Proposed Baker Road access will need to meet Hall County commercial standards
c. **Utilities:** Sanitary sewer is only available at this site via a force main. A pump station will be required.

6. **2620 & 2634 Barrett Road | Rezone |** from Light Industrial (I-1) and Agricultural Residential 1 (AR-1) to Heavy Industrial (I-2) | on a combined 4.42± acre tract located on the southeast of Athens Highway, at its intersection with Barrett Road | Zoned I-1 & AR-1; Tax Parcels 15023A000037 & 15023A000007 | **Proposed use: Repackaging of processed animal products** | ** Commission District 3 | **Degaria Dowdy, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Driveways will need to meet County industrial standards
c. **Utilities:** No sanitary sewer service in area. Hall County/Gainesville shared service area.

7. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Residential Multi-Family (R-MF) | on a 84.30± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) | **Proposed use: 700 unit residential development** | ** Commission District 1 | **K2P Land Partners, LLC, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

8. **5401 Old Winder Highway | Rezone |** from Agricultural Residential 1 (AR-1) to Light Industrial (I-1) | on a 194.10± acre portion of a tract located on the east side of Old Winder Highway at its intersection with Pleasant Hill Lane | Zoned AR-1; Tax Parcel 15039A000007(pt) **| Proposed use: Industrial park |** ** Commission District 1 | **K2P Land Partners, LLC, applicant**
9.

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT comments required. GDOT approval and permit required for proposed Old Winder Hwy (SR 211) access.
We have questions regarding proposed parkway. This should be discussed with County Engineering. Additional comments may be necessary
c. **Utilities:** Hall County sanitary sewer runs through the site.

Outlook

## Fire Comments

**From** John Hornick (Fire Services) <jhornick@hallcounty.org>
**Date** Fri 5/9/2025 8:36 AM
**To** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

**June 16, 2025** Hall County Planning Commission Meeting

1. **3654 Thompson Bridge Road | Special Use |** to amend conditions of zoning | on a 1.37± acre tract located on the northeast side of Thompson Bridge Road, approximately 736 feet from its intersection with Southers Road | Zoned PCD; Tax Parcel 10104 000002 **| Proposed use: Financial Institution |** ** Commission District 2 | **Fifth Third Bank c/o Tammala Brooks, applicant**
   **The Hall County Fire Marshal's Office has no comments as 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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: FIFTH THIRD BANK c/o TAMMALA BROOKS
REQUEST: SPECIAL USE TO AMEND CONDITIONS OF ZONING FOR A FINANCIAL INSTITUTION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: JULY 07, 2025
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: AUG. 14, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809
Tuesday, June 17, 2025 11:27:53
3654 Thompson Bridge Rd, Gainesville, GA 30506, USA

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

HALL COUNTY
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## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.

2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.

3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing. A photo of the sign placed at the location is required and must be sent to the Planning Department.**

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN MAY 09, 2025 AND NO LATER THAN MAY 18, 2025.**

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN MAY 18, 2025 ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

---

## AFFIDAVIT

**By my signature, I,** Adrienne Senter (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** May 12, 2025 (Date) **for** Fifth Third Bank c/o Tammala Brooks (Name application filed as)

**Signature** _____
(The original document is required)

Revised September 2021

# AGENDA ITEM

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

**REPORT TO:** **Work Session (08/11/25)**

**REPORT TO:** **Voting Meeting (08/14/25)**

**ITEM NO:** 454/2025

**SUBJECT:** **2353 Athens Highway | Special Use |** on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales** | Commission District 4 | **Morteza Modaber, applicant**

## Meetings:

**Work Session Date:** 08/11/25 **Voting Meeting Date:** 08/14/25

## Executive Summary:

**Presenter:** BG

**Recommendation:**

Approval, with conditions

1. The property shall be developed in accordance with the site plan and as described in the project narrative, both dated May 25, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. Notes on the site plan designating "gravel paving" shall be disregarded per condition #2.
2. The total number of parking spaces for sales shall be limited to a total of 34 spaces. All driveways and parking areas shall be paved with asphalt or concrete. No gravel shall be allowed.
3. No servicing or maintenance of vehicles shall be allowed.
4. The hours of operation shall be Monday through Friday 9:30 a.m. to 6:00 p.m., Saturday 9:30 a.m. to 4:00 p.m. and closed on Sunday.
5. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.
6. Plans for any improvements or development of the property shall be submitted for review and appropriate permits obtained.
7. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.
8. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.
9. All conditions of zoning shall be made part of any plats created for the property.
10. Any exterior modifications, improvements, or alterations to the site shall comply with the Unified Development Code as well as those standards outlined within Article 6 - Gateway Corridor Overlay District.

**Purpose of Request:** **History:**

**2353 Athens Highway | Special Use |** on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales** | Commission District 4 | **Morteza Modaber, 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, Agreement, etc.?** | No |
| **Has it been reviewed by the County Attorney?** | Yes |
| **Is there a deadline for this item?** | |

**Approvals:**

| Submit | Approve | Attorney | Administration |
|---|---|---|---|
| KE | BG | JL | CR |
| **Clerk** | | | |
| JR | | | |

**Attachments:**
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Deed
Legal Description
2023 Board of Commissioners Letter
Environmental Health Comment
GDOT Comment
Public Works Comments
Fire Comment
Notice Sign

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t: 770.531.6809 | f: 770.531.3902

PLANNING AND ZONING
DIRECTOR
**Beth Garmon**

# Hall County Government
PLANNING AND ZONING

**To:** David Gibbs, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

**From:** Beth Garmon, Director of Planning & Zoning

**Date:** July 28, 2025

**Subject:** **2353 Athens Highway | Special Use** | on a 1.19± acre tract | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales | Morteza Modaber, applicant**

---

The request before you is from Morteza Modaber for a special use for vehicle sales within the Gateway Corridor Overlay District. This item is located within Commission District 4.

At their July 7, 2025 meeting, the Hall County Planning Commission voted to recommend **approval, with ten (10) conditions (4-0).**

Staff recommendation: **Approval, with conditions,** as the proposed zoning is consistent with the commercial nature of the surrounding properties and previous county approval.

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 developed in accordance with the site plan and as described in the project narrative, both dated May 25, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. Notes on the site plan designating "gravel paving" shall be disregarded per condition #2.

2. The total number of parking spaces for sales shall be limited to a total of 34 spaces. All driveways and parking areas shall be paved with asphalt or concrete. No gravel shall be allowed.

3. No servicing or maintenance of vehicles shall be allowed.

4. The hours of operation shall be Monday through Friday 9:30 a.m. to 6:00 p.m., Saturday 9:30 a.m. to 4:00 p.m. and closed on Sunday.

5. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.

6. Plans for any improvements or development of the property shall be submitted for review and appropriate permits obtained.

7. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

8. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.

9. All conditions of zoning shall be made part of any plats created for the property.

10. Any exterior modifications, improvements, or alterations to the site shall comply with the Unified Development Code as well as those standards outlined within Article 6 - Gateway Corridor Overlay District.

**HALL COUNTY PLANNING COMMISSION**
**RECOMMENDATION REPORT**

**Applicant** ..... Morteza Modaber

**Request** ..... (A) **Special Use** | Vehicle sales

**Proposed Use** ..... (A) Vehicle sales

**Size** ..... 1.19± acres

**Zoning** ..... Highway Business (H-B, GCOD)

**Location** ..... **2353 Athens Highway |** Tax Parcel 15022C000016

**Commission District** ..... Four

**Planning Commission Date** ..... July 7, 2025

**Staff Recommendation** ..... **(A) Approval, with conditions,** as the proposed zoning is consistent with the commercial nature of the surrounding properties and previous county approval.

**Record Number(s)** ..... HZCU25-0024

**Planning Commission Recommendation .....Approve, with conditions**

**Vote: 4-0**

***Planning Commission Conditions:***

1. The property shall be developed in accordance with the site plan and as described in the project narrative, both dated May 25, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. Notes on the site plan designating "gravel paving" shall be disregarded per condition #2.

2. The total number of parking spaces for sales shall be limited to a total of 34 spaces. All driveways and parking areas shall be paved with asphalt or concrete. No gravel shall be allowed.

3. No servicing or maintenance of vehicles shall be allowed.

4. The hours of operation shall be Monday through Friday 9:30 a.m. to 6:00 p.m., Saturday 9:30 a.m. to 4:00 p.m. and closed on Sunday.

5. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.

6. Plans for any improvements or development of the property shall be submitted for review and appropriate permits obtained.

7. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

8. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.

9. All conditions of zoning shall be made part of any plats created for the property.

10. Any exterior modifications, improvements, or alterations to the site shall comply with the Unified Development Code as well as those standards outlined within Article 6 - Gateway Corridor Overlay District.

**Excerpts from the minutes of the July 7, 2025 meeting**

***Applicant's Presentation:***

**Vamsee Polamarasetty, Planner,** presented a summary of the request.

**Morteza Modaber, 1130 East Street, Suwanee,** presented the request. The applicant has submitted two concurrent requests as part of a proposed vehicle sales business: (A) special use for vehicle sales within the Gateway Corridor Overlay District (GCOD); and (B) a variance to section 6.2 of the UDC for gravel parking within the GCOD. The property is zoned Highway Business (H-B), measures approximately 1.19± acres, and is currently developed with a single-family residence. The subject property was approved for a conditional use on October 12, 2023 for used vehicle sales (HZCU23-0035) subject to 12 conditions. Per the conditions, the approval expired on April 13, 2025 as no action was taken to implement the use on the subject property.

***Public Forum:***

*There were no comments in support or opposition.*

***Planning Commission Comments:***

Mr. Braswell asked the applicant to clarify if the proposed business would only be auto sales. The applicant confirmed that the application was only for auto sales and there would not be any repair of vehicles.

***A***
***Motion:* A motion to approve, with conditions was made by Frank Sosebee and seconded by Stan Hunt. Vote: 4-0**

Conditions:

1. The property shall be developed in accordance with the site plan and as described in the project narrative, both dated May 25, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval. Notes on the site plan designating "gravel paving" shall be disregarded per condition #2.

2. The total number of parking spaces for sales shall be limited to a total of 34 spaces. All driveways and parking areas shall be paved with asphalt or concrete. No gravel shall be allowed.

3. No servicing or maintenance of vehicles shall be allowed.

4. The hours of operation shall be Monday through Friday 9:30 a.m. to 6:00 p.m., Saturday 9:30 a.m. to 4:00 p.m. and closed on Sunday.

5. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.

6. Plans for any improvements or development of the property shall be submitted for review and appropriate permits obtained.

7. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

8. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Unified Development Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.

9. All conditions of zoning shall be made part of any plats created for the property.

10. Any exterior modifications, improvements, or alterations to the site shall comply with the Unified Development Code as well as those standards outlined within Article 6 - Gateway Corridor Overlay District.

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**(A) Staff recommends APPROVAL of the applicant's requests with the following conditions:**

1. The property shall be developed in accordance with the site plan and as described in the project narrative, both dated May 25, 2025, modified as necessary for compliance with conditions herein and development standards enforced at the time of site plan approval.

2. The total number of parking spaces for sales shall be limited to a total of 34 spaces.

3. No servicing or maintenance of vehicles shall be allowed.

4. The hours of operation shall be Monday through Friday 9:30 a.m. to 6:00 p.m., Saturday 9:30 a.m. to 4:00 p.m. and closed on Sunday.

5. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.

6. Plans for any improvements or development of the property shall be submitted for review and appropriate permits obtained.

7. Access to the development shall be approved by Georgia Department of Transportation (GDOT) and all traffic engineering standards shall be met. The developer shall be responsible for all associated costs of improvements necessary for the development.

8. No variances or development exceptions are granted as part of this request that are not explicitly granted by board approval. The development shall be compliant with the Official Code of Hall County, as well as any other agencies or reviewing departments, including, but not limited to the Fire Marshal, and Hall County Engineering.

9. All conditions of zoning shall be made part of any plats created for the property.

**(B) Staff recommends DENIAL of the applicant's request.**

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**The following should be considered as exceptions to the Official Code of Hall County, and shall warrant further determination by the Board should it choose to approve the submitted narrative and site plan:**

1. **Section 6.2.5.B.2** – Site Development Standards – Along street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities.
    - The applicant proposes frontage landscape plantings within the ROW. **This does not meet the standard.**

2. **Section 6.2.5.C.1.b. –** Parking Lot Design **-** The maximum number of parking spaces that may be constructed on impervious surfaces may be no more than 125 percent of the minimum number of parking spaces required in Sec. 8.1.
    - The applicant proposes 9 customer parking spaces. The total parking spaces required is 3 spaces. **This does not meet the standard.**

3. **Section 6.2.5.C.2.a** - Parking Lot Design - Each parking area with at least 20 spaces must include landscaped islands within the parking area equivalent to not less than 10 percent of the total paved area of the parking lot, not including pervious paving surfaces.
    - The applicant proposes 43 total parking spaces. There are no landscape islands shown. **This does not meet the standard.**

4. **Section 6.2.5.C.2.d** - Parking Lot Design - All parking areas shall be paved with asphalt, concrete or pervious materials approved by the Director.
    - The applicant proposes gravel for parking and outdoor storage areas. **This does not meet the standard.**

5. **Section 6.2.5.C.e** - Parking Lot Design - Off-street parking must be located to the side or rear of the principal building and may not be located between the principal building and the street. The applicant proposes inventory parking along Athens Highway in front of the principal building. **This does not meet the standard.**

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**Summary Analysis**

The applicant has submitted two concurrent requests as part of a proposed special use for Vehicle sale: (A) special use for vehicle sales within the Gateway Corridor Overlay District (GCOD); and (B) a variance to section 6.2 of the UDC for gravel parking within the GCOD. The property is zoned Highway Business (H-B), and measures approximately 1.19± acres and is currently developed with a single-family residence.

The subject property was approved for a conditional use on October 12, 2023 for used vehicle sales (HZCU23-0035) subject to the following conditions:

1. The property shall be approved for used vehicle sales only, subject to all conditions herein and development standards enforced at the time of site plan approval. No variances are approved as part of this request other than those stated. No other uses shall be permitted unless approved by the Board of Commissioners.
2. Development is approved as generally shown on the concept plan and described in the project narrative (both dated May 8, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
3. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
4. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.
5. Any outdoor storage shall be screened as required by the standards listed in section 17.420 Gateway Corridors Overlay District.
6. Vehicles displayed for sale may be parked on geogrid with gravel as shown on the submitted site plan.
7. Per, 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.

8. All conditions of zoning shall be made part of any plats created for the property.
9. There shall be a vegetative buffer to the east of the property. A landscape plan shall be submitted to be approved by staff.
10. No servicing or maintenance of vehicles shall be allowed.
11. The hours of operation shall be Monday thru Friday 9:30am to 6pm, Saturday 9:30am to 4pm and closed on Sunday.
12. The applicant shall install a 10 foot wide landscape strip along Athens Highway, and shall work with planning staff to determine the appropriate plantings.

Per condition #7, the approval expired on April 13, 2025 as no action was taken to implement the proposed use on the subject property.

The surrounding properties are zoned and developed as follows:

North: Highway Business (H-B): Developed as a vehicle sales lot.
East: Highway Business (H-B) and Agricultural Residential 1 (AR-1): Developed with a mobile home park.
South: Highway Business (H-B): Developed with single-family residences and a business.
West: Residential 1 (R-1): Developed with single-family residence.

Per the submitted narrative and site plan, the applicant is requesting a special use for vehicle sales and gravel parking within the Gateway Corridor Overlay District (GCOD). The proposed development includes a 1,369 square foot existing residence that will be converted into a sales office. There are 43 parking spaces proposed on gravel parking areas; this area includes customer parking. Per the submitted narrative, the used vehicle sales business will operate Monday through Saturday from 8:00 a.m. to 6:00 p.m.

The applicant states that the property is currently being served by City of Gainesville public water and Hall County sewer; however, staff has not identified a sewer line near the property and no sewer availability letter was submitted as part of this application.

The development standards for the project are identified in the table below and compared to the GCOD requirements (6.2):

**GCOD Analysis**

| Standard | Proposed Work | Notes | Compliance |
|---|---|---|---|
| **6.2.5.A**.– Transitional buffers | N/A | A 25 foot transitional buffer is required adjacent to residential property. | N/A |

| | | | |
|---|---|---|---|
| **6.2.5.B.1** & 2– Additional Landscape and Screening | Unknown. Site plan shows plantings within Hall County right-of-way. | 1. Shrubs must be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas. Foundation plantings may be clustered to provide visual interest.<br>2. Along each street frontage there must be a landscape strip at least 10 feet in width except for perpendicular crossings for driveways and utilities. | Deficient |
| **6.2.5.C.1** – Parking Lot Design -Required # of Parking Spaces | 9 customer parking spaces are identified on the submitted site plan which includes 2 ADA accessible spaces and a total of 34 inventory car parking spaces. | Off-street parking space calculations are governed by Sec. 8.1 of the UDC.<br>3 parking spaces required.<br>4 parking spaces are allowed (per 125 percent maximum) | Deficient |
| **6.2.5.C.2.e –** Parking Lot Design - Location | All parking spaces are proposed in front of and beside the building. | Off-street parking must be located to the side or rear of the principal building and may not be located between the building and the street. | Deficient |
| **6.2.5.D** – Outdoor lighting | LED lighting is proposed to be located on the building and directed downward. | All outdoor lighting must be the semi-cutoff type. | Complies |

| | | | |
|---|---|---|---|
| **6.2.6** - Architectural Standards | Unknown, applicant proposes to convert existing single family residence to sales center by adapting and reusing the building. | Building materials used for all four sides of new or reconstructed buildings are restricted to the following: i. Brick. ii. Stone. Natural stone such as, but not limited to, granite, limestone, and marble are allowed building materials. Terra cotta and/or cast stone, which simulate natural stone, are also acceptable. Painted stone is prohibited. iii. Split-face block/concrete masonry unit (CMU) is restricted to 50 percent of the surface area of each side of a principal building. iv. Stucco is restricted to 50 percent of the surface area of each side of a building. v. Glass and glass block. vi. Exposed concrete block, painted concrete block, metal, tilt/up and pre-cast concrete are prohibited materials for any exterior wall. | Unknown |
| **6.2.7** – Signs | One freestanding monument sign and a wall sign is proposed, no renderings submitted. | One wall sign is permitted along each facade adjacent to a public right of way. | Unknown |

**Based on the future land use plan, staff finds the requested zoning designation *is not consistent* with the Hall County Comprehensive Plan future land use designation of "Employment Nodes and Corridors."** These employment nodes and corridors should consist of industrial and/or office uses housed in either formalized campuses or along major road corridors that have existing or future access to water and sewer. These areas may also include higher density residential uses, where appropriate. Site designs should use the quality development principals discussed earlier to the fullest extent possible.

Although not consistent with the future land use plan, the underlying zoning district does support the proposed use; however, vehicle sales require special use approval within the Gateway Corridor Overlay District.

**(A) Zoning Analysis - Special Use**

When considering a zoning amendment to the zoning maps, the Planning Commission must study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry must be considered:

a) Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is suitable in view of the use and development of adjacent and nearby properties along Athens Highway as there are other commercial uses in the surrounding area.**

b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use does not appear to adversely affect the existing use or usability of adjacent properties.**

c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **The property has reasonable economic use as currently zoned.**

d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The proposed use is not anticipated to cause an excessive or burdensome use of the existing streets, transportation facilities, utilities, schools, police protection, fire protection, public facilities, or emergency medical service.**

e) Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the commercial nature of the surrounding properties; however, the existing Highway Business (H-B) zoning is not supported by the current future land use plan.**

f) The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

g) 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.**

h) 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.**

i) 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 developed with a single-family residence built in 1960.**

j) 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.**

k) Whether the change would create an isolated district unrelated to the surrounding districts; **No, this would not create an isolated district unrelated to the surrounding districts as the H-B zoning district is already established.**

l) 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.**

m) 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.**

n) Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **The existing zoning of the subject site supports the proposed use; however, the proposed use in the Gateway Corridor Overlay District requires approval by the Board of Commissioners.**

o) Whether the need for rezoning could be handled instead by a variance request to the Planning Commission; **The request for a special use in the Gateway Corridor Overlay District could not be handled alternatively as a variance.**

p) 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.**

q) 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.**

**(B) <u>Zoning Analysis</u> – Variance to section 6.2**

The Planning Commission may grant variances in individual cases of unnecessary hardship upon a finding of the board that:

1. There are extraordinary and exceptional conditions pertaining to the particular 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); **No, there are no extraordinary or exceptional conditions pertaining to the physical character of the lot to prevent the project design from meeting development standards.**

2. The application of the requirements of this UDC to this particular piece of property would create an unusual hardship; **No evidence has been provided that an unusual hardship exists to prevent the development from complying with architectural requirements.**

3. Such conditions are peculiar to the property involved and are not common to other properties in the neighborhood; **There are no conditions peculiar to the property involved that are not common to other properties in the neighborhood.**

4. Such conditions are not the result of any actions of the property owner; **The gravel parking area is 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 this UDC; provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by this UDC or for a Conditional Use Permit which has been denied by the Planning Commission. **Relief, if granted, will not impair the purposes and intent of the Unified Development Code of Hall County.**

**11.2.6.E - Submission requirements**

1. Any person or persons requesting a change in the official zoning map or use subject to approval of the County Commission must file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in this Sec 11.2. to cover administrative and advertising costs, in the Planning and Zoning Department office. Such person or persons or their authorized agent must appear in person at the public hearing held to consider the district change. **The proposal meets the requirement. The 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.**

2. All applications for a change of zoning classification or use subject to approval of the County Commission must include:

    a. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in this Sec. 11.2. **The proposal provides a narrative outlining the intent of the development; however, the applicant has not prepared a response to each of the criteria listed in 11.2.6.E.2.**

b. 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 may evaluate the application based on the most intense possible land use permitted in the proposed district**. The proposal meets the requirement.**

**c.** For any application for a slow rate land treatment system as defined in 7.6.9.D.1, additional requirements apply. **This standard is not applicable to the applicant's request**

d. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study must be submitted prior to consideration of the application by the County Commission. At the applicant's expense, the traffic impact study must be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The Engineering Department must review the traffic impact study and forward any comments to the County Commission. **This standard is not applicable to the applicant's request.**

**Development Support and Constraints**

**Hall County Environmental Health**
In an email dated June 5, 2025, Emily McGahee stated, "Must meet all Environmental Health commercial septic system permitting requirements as public sewer is not available to this parcel. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan."

**Georgia Department of Transportation**
In an email dated May 29, 2025, Nakia Nembhard, GDOT Civil Engineer 3, stated that GDOT coordination is required.

**Hall County Public Works and Utilities**
In a memo dated June 6, 2025, Bill Nash, Director of Public Works and Utilities, provided the following comments:

**Engineering:**
This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

**Traffic:**
Driveway Must be upgraded to commercial and GDOT permit required.

**Utilities**

Gainesville sewer service area gravity sewer is 0.3 miles away on James Simpson Blvd.

**Hall County Fire Marshal**

In an email dated June 5, 2025, John Hornick, NPQ Fire Service Plans Examiner 1, stated, "The Hall County Fire Marshal's has no comments on items A or B as proposed."

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

HALL COUNTY
GEORGIA
We have it all in Hall

# CONDITIONAL USE APPLICATION

**Applicant (Name & Mailing Address)**

Morteza Modaber
1130 East St
Suwanee GA 30024
Phone 404-741-1351
Email Address Moc.m2001@gmail.com

**Property Owner (Name & Mailing Address)**

Same
Phone
Email Address

Proposed Use Used Car Dealership

**Contact Person (Name & Mailing Address)**

Morteza Modaber
1130 East St
Suwanee GA 30024
Phone 404-741-1351
Email Address Moc.m2001@gmail.com

**Status of Applicant**

- ☑ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☐ Other

**Requested Action**

Permissive Use:
☐ HCPC ☐ HCC
Fee:$
Receipt #:
Check #:

Zoning:
Acreage

Tax Parcel Number
Location Address 2353 Athens Hwy Gainesville GA 30507

**I hereby certify that the above information and all attached information are true and correct.**

Sign M.A Date: 05/04/2025

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

---

**Application Withdrawal:** I hereby **withdraw** the application.

Sign Date:

---

**Staff Use Only**

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

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

HALL COUNTY
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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 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:

I have**____ I have not ✓

within the two years immediately preceding this date, made any contribution(s) aggregating $250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

**Applicant's/Owner's Signature:** M.K **Date:** 5/9/2025

**Applicant's/Owner's Name (Printed):** Morteza Modabir

Revised December 2019

Scanned with CamScanner

# Narrative

**Project Address:** 2353 Athens Hwy, Gainesville, GA

30507

**Applicant/Business Name**: Morteza Modaber 05/25/2025

## 1. Existing and Proposed Use of the Property

The property at 2353 Athens Hwy is currently developed with an existing residential structure that has been vacant since 2023. The proposed use of the property is for commercial retail use for used vehicle sales.

## 2. Current Zoning District and Applicable Overlay Districts

The property is located within the **Highway Business (H-B)** zoning district. Additionally, it is subject to the Gateway Corridors Overlay District (GCOD), which imposes design, signage, landscaping, and development standards to ensure aestheΘcally consistent development along designated gateway corridors.

## 3. Proposed Use and Business Operations

The business will operate as a used vehicle sales center to be operated Monday through Saturday from 8:00 AM to 6:00 PM and will be closed on Sundays. The site will support vehicle parking for inventory, employees and customers.

## 4. Proposed Standards for Development

**Restrictions on Use:** Limited to commercial used vehicle sales. No heavy mechanical or auto body work is proposed.

**Density / Lot Size:** The property is approximately **1.19 acres**, with no subdivision proposed.

**Setback Requirements:** Existing structure complies with zoning setback requirements. No new structures are planned that would alter current setbacks.

## 5. Proposed Signs and Specifications

**Signage will include:**

- One freestanding monument sign compliant with GCOD and **H-B** signage regulations, not exceeding 15 feet in height and 32 square feet in area per face.
- One wall-mounted sign on the front façade of the existing building, also in compliance with GCOD standards.

## 6. Proposed Lighting

**Lighting will include:**

- Downcast, shielded LED wall-pack fixtures mounted on the building façade to illuminate entryways and the parking area.
- All lighting will conform to GCOD lighting regulations, ensuring no light spillover onto adjacent properties and preserving the character of the gateway corridor.

## 7. Water and Wastewater Disposal

The property is currently served by the City of Gainesville public water and Hall County public sewer. No changes are proposed to the existing water or sewer connections. No hazardous materials will be stored onsite.

## 8. Buffering and Protection of Abutting Properties

25’ Transitional buffer applied through natural plantations. No fence will be required. See attached site diagram. Proper maintenance will be applied by the property owner.

## 9. GAB Parking

GAB Parking added per GCOD.

## 10. Parking Between Road & Primary Building

Parking spaces located between the principal building and the street removed. Please see the “Proposed Site Plan” sheet.

All of the other parking spaces located to the side and rear of the principal building.

**11.Shade Trees in Landscape Strip**

Street frontage landscape strip of 10 feet will be provided between the edge of the road and the gravel.

Shade trees will be planted in the landscape strip as shown in the site plan.

**12.The Maximum Number of Parking Spaces Constructed on Impervious Surfaces**

Pervious gravel paving designated for all of the proposed parking spaces.

Only the proposed asphalt driveway is impervious.

# *CHAPTER 17.420. GATEWAY CORRIDORS OVERLAY DISTRICT (GCOD)*

## Property Address: 2353 Athens Hwy, Gainesville, GA 30507

## Architectural Site Plan:

## 17.420.010. Purpose.

The purpose of the GCOD is:

A. To promote the general health, safety and welfare of the community.

B. To improve the efficient operation of traffic around the county.

C. To promote safe and efficient movement within the Overlay District for persons using all modes of travel - motorized vehicles, bicycles and walking.

D. To create a sense of place that is aesthetically appealing and environmentally responsible.

E. To encourage innovative development projects that set standards for landscaping, community design and aesthetics.

F. To establish consistent and harmonious design standards for public improvements and private property development within the Overlay District so as to unify the distinctive visual quality of the Gateway Corridors.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

## 17.420.020. Design guidelines.

The GCOD Design Guidelines are hereby adopted and made part of this chapter and shall apply to property in the GCOD. Within the GCOD, building design and construction that is not in substantial conformity with the GCOD Design Guidelines is prohibited. In cases of a conflict between the design guidelines and the text of this chapter, the text of this chapter shall govern.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

## 17.420.030. Boundaries.

A. The provisions of this chapter apply to land parcels of record within the unincorporated portion of Hall County having frontage on the following road segments as of the date this ordinance is adopted. Hereafter, these road segments shall be referred to as the "Gateway Corridors."

1. S.R. 211 from S.R. 53 (Winder Highway), south to Thompson Mill Road.

2. U.S. 129 (Athens Highway) from the Gainesville City limits, south to Gillsville Highway.

3. S.R. 53 (Winder Highway) from S.R. 13 (Falcon Parkway), east to the Jackson County line.

4. S.R. 13 (Atlanta Highway and Falcon Parkway) from the Flowery Branch City limits, north to S.R. 53 (Winder Highway).

5. McEver Road from the Buford City limits, north to the northernmost intersection with Radford Road.

6. Spout Springs Road from the Flowery Branch City limits, south to Friendship Road.

7. Friendship Road from Bogan Road, east to Thompson Mill Road.

8. Realigned Thompson Mill Road from Spout Springs Road east to S.R. 211 (Old Winder Highway), pursuant to final alignment approved by GDOT.

9. All state roadways within the jurisdiction of Hall County.

B. This chapter shall also apply to any land parcel of record within the unincorporated portion of Hall County when a portion of said parcel falls within 300 feet of the centerline of the Gateway Corridors as of the date

this ordinance is adopted. Any parcel subject to the ordinance on the date of adoption shall continue to be subject to the provisions of this chapter, even if the parcel is subdivided in the future.

C. Upon written application, the director may grant exemptions from the requirements of this chapter for parcels or portions of a parcel that would otherwise be included in the GCOD, based on one or more of the following findings:

1. Portions of the subject property to be exempted lie more than 300 feet from the centerline of a Gateway Corridor.

2. The property to be exempted does not have access to a Gateway Corridor and will not require access to Gateway Corridor when developed.

3. Due to site topography development of the property to be exempted will not be visible from a Gateway Corridor.

4. Due to the location, size and shape of the property, development of the parcel under its current zoning and in conformity with the requirements of the GCOD would present a severe and unique hardship.

If the director does not render a written decision regarding such exemption within 15 working days of receipt of the application required in this paragraph, then the exemption shall be deemed to be approved.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1; Ord. of 8-24-17 )

## 17.420.040. Effect of GCOD provisions.

A. *Application.* This Overlay District is supplemental to the underlying zoning district classifications established in the Hall County Zoning Regulations governing all properties and approvals within this Overlay District. The provisions of this chapter shall be overlaid upon and shall be imposed in addition to said underlying zoning regulations and other Hall County ordinances.

B. *Relationship to standards of the underlying zoning district and subdivision regulations.* In any case where the standards and requirements of the GCOD conflict with those of the underlying zoning district or subdivision regulations, the standards and requirements of the GCOD shall govern.

C. *Exceptions.* The provisions of this chapter shall not apply to the following:

1. Completion of work subject to preliminary plats, site development plans, construction plans, building permits, or interior finish permits approved prior to the effective date of this chapter.

2. Reconstruction, rehabilitation, restoration, repair or addition of an existing non-residential structure, interior renovations or interior finishes within an existing structure, or addition to an existing non-residential structure that was permitted prior to the enactment of this chapter shall not be subject to the provisions of the GCOD, provided that such construction is on a lot of record and does not result in addition or change to more than 75 percent of the floor area of the existing permitted structure.

3. Rezonings and planned developments that were approved by the board of commissioners prior to the date of this ordinance with the exception of those approvals with specific reference to the GCOD.

D. The following requirements apply to reconstruction, replacement or addition to a legally permitted and existing nonresidential structure when such change consists of more than 75 percent of the floor area of the existing structure:

1. The portion of the project that is reconstructed, replaced or added shall meet the Architectural Standards of 17.420.050.H.

2. If the reconstruction, replacement or addition includes the addition of 50 parking spaces or more, the newly constructed parking spaces shall meet the parking lot design requirements of section 17.420.050.E.

3. If the reconstruction, replacement or addition decreases the distance between the subject building and abutting property that is zoned or used for single-family residential purposes, the property line where the distance abutting residential property has been decreased shall provide a transitional buffer as required in section 17.420.050.C.

4. If the reconstruction, replacement or addition includes the reconstruction or addition of loading and service areas adjacent to property that is zoned or used for single-family residential purposes, such loading and service areas shall be screened as required by section 14.420.050.D.3.

5. Any new signs shall meet the requirements of section 17.420.070.

E. *Building plan application.*

1. All building plans submitted pursuant to an application for a building permit should clearly indicate compliance with all of the proposed landscaping, architectural design, building materials, access management, and signage requirements of this chapter.

2. The plans should clearly show the location and calculate the amount/percentages of all building materials per building face as indicated in section 17.420.050.H.2.

3. Groups of buildings on the same parcel of land may be reviewed and permitted as a single project rather than individual buildings.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

## 17.420.050. Non-residential property development standards.

A. *Prohibited uses.*

1. Adult establishments.

2. Junk yards.

3. Billboard signs.

**B. *Conditional uses.* The following uses are allowed in the GCOD only if such use is permitted in the underlying zoning district and the board of commissioners grants a conditional use for such use pursuant to the procedures of the Hall County Zoning Ordinance:**

1. Self-storage warehouse.

**2. Vehicle sales lots, new or used.**

3. Automobile repair and maintenance.

4. Commercial outdoor recreation.

5. Car wash.

6. Outdoor storage (as per the requirements of section 17.420.050.D.4.d.

**C. Transitional buffers.**

**1. *Applicability.***

**a. Transitional buffers required in this section shall provide an effective visual screen between dissimilar uses or activities.**

**b.** **A transitional buffer shall be required along and inside the property line of a non-residential property abutting a residentially zoned property.**

**c.** **Transitional buffers are required along and inside the property line at the perimeter of a planned development district that abuts single-family residential zoning or uses, in accordance with the requirements of this subsection, but no transitional buffers are required between dissimilar uses within the planned development district.**

**2.** ***Width of transitional buffer.***

**a.** **Where a commercial zoning district abuts property zoned for single-family residential or agricultural use, the minimum width shall be 25 feet.**

**b.** **Where a commercial zoning district abuts property zoned for multi-family residential use the minimum width shall be 25 feet.**

**c.** **Where an industrial zoning district abuts property zoned for residential or agricultural use, the minimum width shall be 50 feet.**

**d.** **Where an industrial zoning district abuts property zoned for multi-family residential or agricultural use, the minimum width shall be 25 feet.**

**e.** **Public and institutional uses shall comply with the standards in this section that apply to commercial zoning districts.**

**3.** ***Materials for transitional buffer*. Transitional buffers that are 25 feet in width or greater shall meet at least two of the three following criteria: be planted with a staggered double row of evergreen trees at least six feet in height, a single row of deciduous shade trees at least two inches caliper dbh, (minimum 30 feet height at maturity) and two staggered rows of evergreen shrubs at least three feet in height, planted a maximum of four feet on center, or other arrangement approved by the director that provides a dense visual screen.**

**4.** ***Adjustments to buffer width.***

**a.** **If a six-foot high solid wood fence or masonry wall is incorporated into the design of a transitional buffer, the width of the buffer may be reduced by ten feet. The fence or wall shall be located on the inside of the vegetation required in paragraph 3., above, with finished side facing the abutting property.**

**b.** **Walls or fences required to screen loading and service areas, outdoor storage, and accessory equipment required in section 17.420.D.3. and 4. shall not be used to reduce the width of a transitional buffer required in section 17.420.050.C.2.**

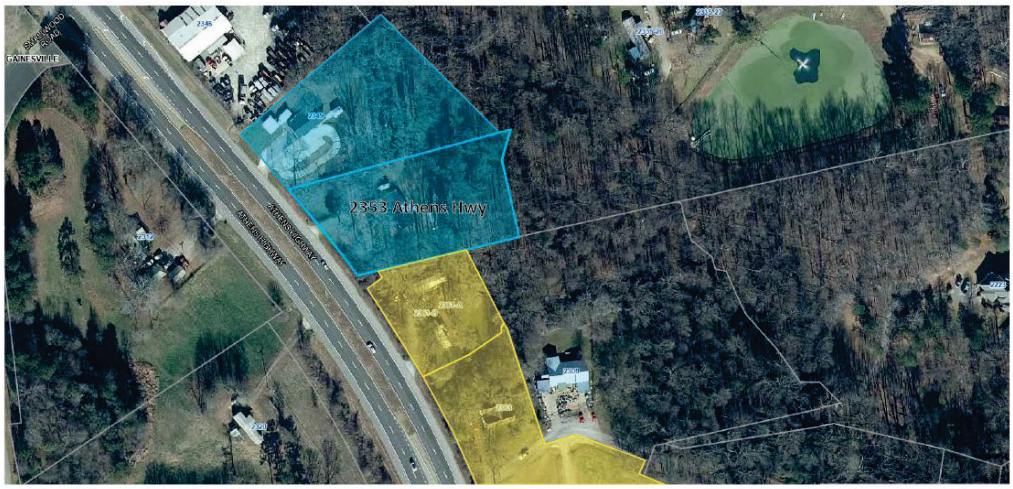
**5.** ***Maintenance of buffer.***

**a.** **A transitional buffer required in this section shall be maintained in a healthy condition so as to provide an effective visual screen from the ground to a height of eight feet at maturity. Should vegetation die or be removed such that the buffer no longer functions as required in this section, that vegetation shall be replaced by the property owner.**

**b.** **A fence that is provided pursuant to paragraph 4., above, shall be maintained by the property owner so that it is structurally stable and provides a solid visual screen.**

**25' Transitional buffer applied through natural plantations. No Fence will be required. See attached site diagram. Proper maintenance will be applied by the property owner.**

**Adjacent Properties Use Analysis:**



RESIDENTIAL USE
COMMERCIAL USE
TRANSITIONAL BUFFER

*Existing trees on the South Side of the property, creating a buffer between the two properties. – Photo Taken on 6/15/2023*

**D.** ***Other landscape and screening standards.***

**1.** ***Building perimeter*** **walls. Shrubs shall be planted within ten feet of the foundation of the primary structure along each building facade at the rate of at least 20 shrubs per 100 lineal feet of building facade except for sides or rear of building used for loading or service areas. Foundation plantings may be clustered to provide visual interest.**

**Shrubs will be planted around the building perimeter wall. See architectural site plan.**

**2.** ***Street frontage.***

**a.** **Along each street frontage there shall be a ten-foot wide landscape strip, continuous along the frontage except for perpendicular crossings for driveways and utilities. The landscape strip shall be planted with shade trees (six feet tall, two inches caliper, dbh, at time of planting, and not less than 35 feet tall at maturity) planted not less than 40 feet on center, and shrubbery forming an intermittent hedge not less than three feet in height designed to provide an adequate screen.**

**Street frontage landscape buffer of 10 feet will be provided between the edge of the road and the gravel. However, we will need to avoid planting shade trees along the street.**

**The display of cars is essential to the operation of the dealership. The cars that are parked on the side of the road will be in great aesthetic conditions and will only add to the visual quality of the neighborhood.**

**In addition, with signs or billboard above 8' being prohibited (per 17.420.060.), placing car by the road will help customers locate the dealership easier and will result in a better traffic circulation as well as lowering the chances of accidents caused by confused drivers trying to locate the facility.**

**The property is also on a much lower grade than the road (Athens Hwy) and planting trees will make it difficult to locate and see the dealership specially when visiting for the first time which will be the case for most of our customers.**

*Property visual accessibility from Athens Hwy, Hard to see the building behind existing trees. – Photo Taken on 6/15/2023*

b. The planning director shall have authority to approve alternative methods for landscaping and screening parking lots that include at least the same amount of landscape material or screening effect when viewed from the street.

3. *Loading and service areas.* In addition to general perimeter landscaping and required buffers, if a loading or service area is located within 50 feet of a side or rear lot line abutting property that is residentially zoned or used for residential purposes, or public or institutional use, then the loading or service areas shall be surrounded by either a six feet high masonry screening wall, or a six feet high solid wooden fence, placed on the inside of the landscaped buffer required in section 17.420.050.C.

**No loading areas required or dedicated for the proposed use.**

**4.** ***Screening of storage and accessory equipment.***

**a.** ***Waste receptacles.*** **Waste receptacles, including dumpsters, garbage cans, or grease containers shall be located in the rear or side yard and placed at least 20 feet from any street, public sidewalk, or property line that abuts residential zoning or residential use. Such waste receptacles shall be screened from view from all property lines and public areas of the site by a minimum six feet high wall constructed of masonry or solid wood with an opaque gate.**

b. *Rooftop mechanical equipment.* Rooftop mechanical equipment, including HVAC and utility equipment shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of parapet walls or an opaque enclosure around the equipment that is constructed of one of the materials used on the primary facade of the principal structure.

**No storage, waste receptacles, or accessory equipment necessary for the proposed use.**

**c.** **Ground or wall-mounted mechanical equipment. Ground-mounted or wall-mounted equipment such as HVAC equipment, transformers, and gangs of multiple utility meters shall be screened from adjacent streets, sidewalks, residential, public and institutional uses. Screening shall consist of a solid masonry wall or wooden fence or other opaque enclosure around the equipment that is constructed of one of the permanent and durable materials used on the primary facade of the building. The height of the fence or wall shall be sufficient to effectively screen the equipment from view.**

**The existing HVAC equipment is located in the back side of the building not visible from the street or the front entrance.**

**d.** *Outdoor storage.* Outdoor storage or sales displays shall be prohibited from front yards except when permitted in the underlying zoning district and further authorized by a conditional use permit pursuant to the procedures of the Hall County Zoning Ordinance. Outdoor storage or sales displays shall be screened from view from public streets and adjacent property by a permanent opaque enclosure consisting of a minimum eight-foot high solid fence or wall, except as follows:

e. Temporary sale of seasonal goods may be permitted on properties other than residentially zoned property, if such temporary sales are authorized by the director for a period not to exceed 60 days, with up to a 30-day extension, to be approved no more than two times in a given calendar year. Such temporary sales shall be limited to sites that:

a. Provide adequate off-street parking on approved surfaces;

b. Provide safe and adequate vehicular access; and

c. Are not adjacent to residentially zoned property.

Outdoor display and sale of goods shall be prohibited in existing designated parking areas.

**No storage or accessory equipment dedicated for the proposed use.**

5. **Visual blending of slopes. Cuts and fills shall be terraced to blend into the natural terrain. Cut or fill slopes more than ten feet in height shall be landscaped with evergreen shrubbery planted at the rate of ten shrubs per 100 lineal feet.**

**No cut or fill slopes more than ten feet dedicated for the proposed use.**

**E.** ***Parking lot design.***

**1.** ***Parking requirements.*** **Off-street parking shall be required as in Chapter 17.250 of the Hall County Zoning Regulations, except as provided in this subsection:**

**a.** ***Shared parking.*** **The director may approve a reduction of up to 25 percent in the number of parking spaces required for a specific use where inter-parcel access is provided and a shared parking analysis approved by the director demonstrates that adequate parking will be provided with the approved reduction.**

**b.** ***Maximum number of parking spaces.*** **The maximum number of parking spaces that may be constructed on impervious surfaces shall be no more than 125 percent of the minimum number of required parking spaces required in Chapter 17.250 of the Hall County Zoning Regulations.**

**Minimum and maximum parking requirements met.**

2. *Pedestrian circulation.* Parking areas shall be designed to facilitate safe and convenient use by pedestrians. Commercial and multi-family developments shall provide designated pedestrian pathways or sidewalks connecting parking aisles to the front entrance of the principal building.

3. **Paving materials for parking lots. All parking areas shall be paved with asphalt, concrete (or pervious materials approved by the director.)**

**Driveway paved with asphalt and app parking spaces paved with gravel as shown in the site plan.**

**4.** ***Parking lot landscaping.***

**a.** **Each parking area of over 50 spaces shall include landscaped islands within the parking area equivalent to not less than five to ten percent with planning director discretion of the total paved area of the parking lot, not including pervious paving surfaces.**

**b.** **Landscaping in parking lots shall contain at least one shade tree (minimum of six feet tall and two inches caliper dbh at time of planting and 35 feet tall at maturity) for each 200 square feet of landscaping. Shade trees shall be planted in a bed of ground cover, sod and/or low shrubbery.**

**Landscaped island and shade tree indicated in architectural site plan.**

5. *Perimeter landscaping.*

a. Where parking lots abut adjacent residentially zoned or residentially used property, a transitional buffer is required as provided in section 17.420.050.C.2.

b. Where parking lots abut public streets, a landscape strip is required, as provided in section 17.420.050.D.2.

**Transitional buffer and street frontage landscape strip indicated in architectural site plan.**

**c. Appropriate shade tree species for landscaping parking lots include the following:**

**i. Nuttall Oak.**

**ii. Shumard Oak.**

**iii. Willow Oak.**

**iv. Gingko (Variety: President, Autumn Gold, male gender).**

**v. Princeton Elm.**

**vi. Chinese Elm (varieties Allee, Athena, Drake, Bosque).**

**vii. Bald Cypress (variety: Shawnee Brave).**

**viii. Zelkova (variety Green Vase or Village Green).**

**ix. Northern Red Oak.**

**x. Autumn Maple**

**xi. Other indigenous species approved by the director.**

**All proposed trees will be chosen from species above to be planted.**

F. *Outdoor lighting.*

1. *Streetlights.*

a. Streetlights shall be provided on all public streets.

b. The spacing of street lights shall be staggered, 300 feet on-center, along both sides of the roadway.

c. All street lighting shall be subject to review and approval of the Hall County Public Works Department.

d. All outdoor lighting, shall be the semi-cutoff type.

**2. *Parking lot, sidewalk, and building illumination.***

**a. Lighting shall be designed to avoid intrusion on adjacent properties and away from adjacent thoroughfares. All lighting shall be semi-cutoff luminary fixtures mounted in such a manner that the cone of light is directed downward.**

**b. Only incandescent, florescent, metal halide, low-pressure sodium, or color corrected, high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.**

**c. Parking light fixtures shall be the box head type, shall have a maximum height of 35 feet.**

**The property is dominantly used for day-time operations and outdoor lighting will be minimal.**

**All lights to be installed in accordance with 17.420.050 lighting standards and no fixtures over 35' in height.**

3. *Security lighting.* Semi-cutoff luminaries shall be used for all security lighting.

4. *Sign illumination.*

a. Internally illuminated signs, automatic changeable copy signs, and externally mounted neon signs are prohibited.

b. Signs may be illuminated with external lighting fixtures provided that fixtures are directed downward and away from streets and adjacent property and public streets. All lighting shall have recessed luminaries, or be semi-cutoff luminary fixtures.

G. *Interparcel access.*

1. Interparcel access, joint driveways, cross access drives and access easements shall be strongly encouraged for adjacent non-residential development along an arterial or collector street, except where the director determines that they are unfeasible because of topographic or other site-specific constraints.

2. Joint driveways and cross access easements shall be strongly encouraged for non- residential development that abuts other non-residential development, whether existing or planned. The building site shall incorporate the following:

a. Continuous cross-access drive located in a cross-access easement, where necessary to connect adjacent parcels along the thoroughfare.

b. A design speed of 15 mph and a two-way travel aisle with a minimum paved width of 22 feet (back of curb to back of curb). Paving, base and curb specifications shall meet Hall County's standards for public streets.

c. Driveway aprons, stub-outs and other design features to indicate that abutting properties may be connected to provide cross access via a service drive.

d. A five-foot wide sidewalk on one side of the cross-access drive.

e. New commercial developments that abut residential property are strongly encouraged to provide a five-foot wide sidewalk connecting the two uses.

**No inter-parcel access or joint driveways proposed.**

H. *Architectural standards for non-residential buildings.* The following design guidelines and standards apply to all newly constructed buildings used for office, commercial, industrial, institutional, and public purposes.

1. *General architectural requirements.*

a. *Street orientation.* Principal building entrances shall be oriented to public streets with the exception of internal buildings not directly fronting on the street.

b. *Building height.* Any non-residential building located within 250 feet of a residential or agricultural use street shall be limited to no more than three stories in height.

c. Non-residential buildings shall have at least 1,000 square feet of heated floor space.

2. *Building materials.*

a. The use of a common palette of building materials should be maintained for all four sides of principal buildings to create a consistent and traditional architectural identity. For large commercial/retail buildings and multifamily buildings, variation in building materials, texture, and depth should be employed to provide design variation.

b. Buildings that are located on outparcels and all accessory buildings shall be constructed of materials complementing the principal building with which they are associated.

c. Building materials used for all four sides of new or reconstructed buildings are restricted to the following:

i. Brick.

ii. Stone. Natural stone such as, but not limited to, granite, limestone, and marble are allowed building materials. Terra cotta and/or cast stone, which simulate natural stone, are also acceptable. Painted stone is prohibited.

iii. Split-face block/concrete masonry unit (CMU) is restricted to 50 percent of the surface area of each side of a principal building.

iv. Stucco is restricted to 50 percent of the surface area of each side of a building.

v. Glass and glass block.

vi. Exposed concrete block, painted concrete block, metal, tilt/up and pre-cast concrete are prohibited materials for any exterior wall.

d. Restrictions on the use of metal building materials shall not apply to entry doors and/or roll-up doors.

e. Calculation of ratios of building materials.

The amount of permitted material shall be calculated using the gross square footage of wall area for each elevation (side) of the building. See example below.

For example, a building has a side elevation with a gross wall surface area of 1,200 square feet with 400 square feet consisting of windows and doors. Begin with 1,200 square feet for required building material calculations. A wall area of 1,200 square feet shall have no more than 600 square feet of stucco on the front façade [e.g. (1,200 X 50% = 600)]. The balance shall be brick or other allowed material.

3. *Roof materials.* Materials for pitched roofs shall be limited to architectural grade composition shingles, natural slate, natural terra cotta, natural wood shake, or factory finished metal with standing seams.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1; Res. of 5-26-22(1) , § 2)

**No new construction for the property. The existing building will be adapted and reused.**

## 17.420.060. Signs.

The following signs shall be permitted for office, institutional, commercial, industrial and non-residential use, in addition to other signs permitted for these uses in Chapter 17.270 of the Zoning Regulations.

1. *Monument signs.*

**a. One ground mounted, monument sign shall be permitted on each lot, except that in the case of a corner lot, the provisions of this section shall apply separately to each street frontage. However, no sign on a corner lot shall be closer than 50 feet from the lot corner, defined by the lot lines extended.**

**i.** **The sign structure shall be constructed of the same materials that are used in the facade of the principal building.**

ii. Dimensional standards for monument signs are set forth in the table below:

**Maximum Monument Sign Dimensions for Non-Residential Uses**

| Gross floor area of buildings | Maximum sign area | Maximum sign height |
|---|---|---|
| 0—10,000 sq. ft. | 32 sq. ft. (each side) | 8 ft. above street grade |
| 10,001—50,000 sq. ft. | 48 sq. ft. (each side) | 8 ft. above street grade |
| 50,001—100,000 sq. ft. | 64 sq. ft. (each side) | 10 ft. above street grade |
| Over 100,000 sq. ft. | 96 sq. ft. (each side) | 12 ft. above street grade |

**No Sign over 8’ will be placed on the property.**

2. ***Pole signs. Pole signs are prohibited.***

**No Pole Signs will be placed on the property.**

3. ***Wall signs and marquee signs.*** **One wall sign or marquee sign shall be permitted for each building or for each tenant in a multi-tenant building.** ***The maximum sign area shall be 64 square feet per building, or one square foot per linear foot of storefront, whichever is greater. Wall signs*** **and marquee signs are only permitted on the side of a building that includes the primary public entrance. A tenant that has less than 16 lineal feet of storefront shall be a permitted a wall sign or marquee sign with a maximum area of 16 square feet.**

4. *Master plan for signs in multi-tenant developments.* For all multi-tenant buildings or developments, a coordinated program of wall signs shall be developed and approved by the county at the time of site plan approval. The signage master plan shall specific the sign type, design, height, colors, illumination, and other specifications to give a coordinated appearance to the building or development. The county's review and approval of the signage master plan shall be based on the compatibility of the proposed signage with the siting and architecture of the subject building or development and the compatibility of the signage with surrounding land uses. (Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

## 17.420.070. Appeals and modifications.

A. *Procedures for appeals.*

1. It is the intent of the board of commissioners that all development shall conform to the standards and procedures set forth in this chapter. In the event that the intent of this chapter can be achieved with minor deviations that do not substantially impair the purpose or intent of this chapter, the Hall County Planning Director has the authority to modify the specific provisions to allow for such minor deviations.

2. If substantial modifications or changes are necessary, any person, firm, group or organization may apply for relief from the requirements set forth in this chapter to the Hall County Planning Commission, unless otherwise specified in this chapter.

3. Appeals from requirements set forth in this chapter can be heard by the planning commission as provided in Chapter 17.360 of the Hall County Zoning Regulations.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

## 17.420.080. Definitions.

[The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

*Cross-access drive:* A drive created for the purpose of providing vehicular or pedestrian access between properties.

*Cross-access easement:* A private covenant or easement between owners of abutting properties that allows driveways for public access by vehicles and pedestrians connecting two or more properties having different owners.

*Diameter at breast height (DBH):* A standard measure of the diameter of a tree trunk measured in inches at a height of four and one-half feet above the ground. If a tree splits into multiple trunks below four and one-half feet, then the trunk is measured at its most narrow point beneath the split. Externally mounted neon signs.

*Drive-through window:* An opening in the outside wall of a commercial building or structure intended to be used to provide for sales and/or service to patrons who remain in their vehicles.

*Facade:* The exterior side of a building that faces, and is most nearly parallel to, a public street. The facade includes the entire area of a building, extending from the roof or parapet to the ground, and from one corner of the building to another. Buildings generally have one facade for each street frontage.

*Joint access driveway:* A driveway that provides direct vehicular access to two or more abutting properties from a public street.

*Modulation:* The rhythmic variation in the massing and architectural treatments of a building that divides its roofline and facade into small harmonious components that create visual interest, as distinct from the appearance of a large building with a featureless facade built on a single plane with a single roof line. Modulations of a facade should break the vertical plane with variations that are at least two feet in depth, measured from the forward plane of the facade.

*Sign area:* That portion of the surface of a sign structure where words, letters, figures, symbols, logos, fixtures, colors, or other design elements are or may be located in order to convey the message, idea, or intent for which the sign has been erected or placed. The sign face may be composed of two or more modules on the same surface that are separated or surrounded by open space or by portions of a sign structure not intended to contain any advertising message or idea and are purely structural or decorative in nature.

*Sign, automatic changeable copy:* A sign on which the copy changes automatically on a lamp bank or through mechanical means, e.g., electrical or electronic time and temperature units. Copy shall mean words and numbers.

*Sign, internally illuminated:* Any sign that is illuminated by an artificial light source from within the sign structure over any or all of its sign face.

*Sign, pole:* A sign that is mounted on a freestanding pole, columns, or similar support such that the bottom of the sign face or lowest sign module is not in contact with the ground.

*Storefront:* That elevation of a commercial building having a single tenant (or that portion of the elevation of a multi-tenant building that is occupied by a single establishment) and that contains the principal public entry to the establishment.

*Transitional buffer:* An area of natural vegetation or manmade construction, which is intended to provide a visual and dimensional separation between dissimilar land uses.

*Vehicle sales lot:* An open premises arranged, designed, or used for outdoor storage and display for sale or lease of automobiles, vans, trucks, motorcycles, lawnmowers, sports utility vehicles, recreational vehicles, all terrain vehicles, trailers, boats, manufactured homes, mobile homes, outdoor storage structures, tractors, fork lifts, construction equipment, or other similar vehicles or structures, but not including plant nurseries, building materials or lawn and garden supplies.

(Res. of 3-22-07, § 1; Res. of 8-9-07, § 1)

## PROPERTY INFORMATION

ADDRESS:
**2353 ATHENS HWY, GAINESVILLE, GA 30507**

PARCEL NUMBER:
**15022C000016**

NEIGHBORHOOD:
**COMM-HOSPITALITY-MOTELS (COMM05)**

## CLIENT

**DELTA AUTOMOTIVE**

**MORTEZA MODABBER**

## DESIGNER

**"MODERNACY LLC"**

EMAIL: MODERNACY@GMAIL.COM

PHONE: +1 (470) 535-1549

## SCOPE OF WORK

- EXISTING ALTERATION AND REMODELING
- DESIGNING A DEALERSHIP
- SITE AND LANDSCAPE REDESIGNING

## CODES ABIDED BY

- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE, 2020 EDITION (NO GEORGIA AMENDMENTS)
- NATIONAL FIRE PROTECTION ASSOCIATION 101 LIFE SAFETY CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- RULES AND REGULATIONS OF SAFETY FIRE COMMISIONER FOR TATE MINIMUM FIRE SAFETY STANDARDS, CHAPTER 120.3.3 JANUARY 15, 2014 (GEORGIA SAFETY FIRE LAW)
- GEORGIA STATE HANDICAPPED ACCESSIBILITY LAW 120.3.20A / 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.

## BUILDING INFORMATION

OCCUPANCY CLASSIFICATION:
**BUSINESS GROUP B**

TYPE OF CONSTRUCTION:
**VB - LIGHTWEIGHT TIMBER**

SEISMIC DESIGN CATEGORY:
**HAZARD EXPOSURE GROUP 1**
**CATEGORY C**

SITE CLASS:
**D**

LAND USE CODE:
**COMMERCIAL**
**COMM-ATHENS HWY 02**

## AREAS

**EXISTING AREAS**

| | | |
|---|---|---|
| BASEMENT FLOOR HEATED | _____ | SF |
| BASEMENT FLOOR UNHEATED | _____ | SF |
| BASEMENT FLOOR TOTAL | _____ | SF |
| 1ST FLOOR HEATED | 756 | SF |
| 1ST FLOOR UNHEATED | 400 | SF |
| 1ST FLOOR TOTAL | 1,156 | SF |
| TOTAL HEATED | 756 | SF |
| TOTAL UNHEATED | 400 | SF |
| TOTAL | 1,156 | SF |

**PROPOSED AREAS**

| | | |
|---|---|---|
| BASEMENT FLOOR HEATED | _____ | SF |
| BASEMENT FLOOR UNHEATED | _____ | SF |
| BASEMENT FLOOR TOTAL | _____ | SF |
| 1ST FLOOR HEATED | + 135 | SF |
| 1ST FLOOR UNHEATED | - 135 | SF |
| 1ST FLOOR TOTAL | 0 | SF |
| 2ND FLOOR HEATED | _____ | SF |
| 2ND FLOOR UNHEATED | _____ | SF |
| 2ND FLOOR TOTAL | _____ | SF |
| 3RD FLOOR HEATED | _____ | SF |
| 3RD FLOOR UNHEATED | _____ | SF |
| 3RD FLOOR TOTAL | _____ | SF |
| TOTAL HEATED | + 135 | SF |
| TOTAL UNHEATED | - 135 | SF |
| TOTAL | 0 | SF |

**TOTAL AREAS**

| | | |
|---|---|---|
| BASEMENT FLOOR HEATED | _____ | SF |
| BASEMENT FLOOR UNHEATED | _____ | SF |
| BASEMENT FLOOR TOTAL | _____ | SF |
| 1ST FLOOR HEATED | 891 | SF |
| 1ST FLOOR UNHEATED | 265 | SF |
| 1ST FLOOR TOTAL | 1,156 | SF |
| 2ND FLOOR HEATED | _____ | SF |
| 2ND FLOOR UNHEATED | _____ | SF |
| 2ND FLOOR TOTAL | _____ | SF |
| 3RD FLOOR HEATED | _____ | SF |
| 3RD FLOOR UNHEATED | _____ | SF |
| 3RD FLOOR TOTAL | _____ | SF |
| TOTAL HEATED | 891 | SF |
| TOTAL UNHEATED | 265 | SF |
| **TOTAL** | **1,156** | **SF** |

## GENERAL INFORMATION

1. THE DESIGNER HAS UTILIZED AND RELIED UPON THE AVAILABLE CONSTRUCTION DRAWINGS OF THE EXISTING BUILDING/SITE IN THE PREPARATION OF THESE CONSTRUCTION DRAWINGS. CONTRACTOR MAY NOT RELY SOLELY UPON THE COMPLETENESS OF THESE DRAWINGS. IN ADDITION TO THIS SET OF DOCUMENTS, CONTRACTOR HAS BEEN PROVIDED WITH AND IS RESPONSIBLE TO BECOME FAMILIAR WITH ALL OF THE EXISTING BUILDING/SITE, ARCHITECTURAL, AND ENGINEERING DRAWINGS, AND THE EXISTING PHYSICAL CONDITIONS ON OR RELATING TO THE SITE. CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS FOR BIDDING AND CONSTRUCTION PURPOSES. COMMENCEMENT OF WORK CONSTITUTES ACCEPTANCE OF EXISTING CONDITIONS AS ACCEPTABLE TO PERFORM ALL WORK.

2. NOTIFY DESIGNER IMMEDIATELY UPON DISCOVERY OF CONFLICTS BETWEEN THE CONTRACT DOCUMENTS, THE EXISTING BUILDING/SITE DRAWINGS, AND/OR ACTUAL SITE CONDITIONS. IF A DISCREPANCY OCCURS BETWEEN CONTRACT DOCUMENTS, PROVIDE GREATER QUANTITY AND/OR HIGHER QUALITY REQUIRED.

3. DRAWINGS SHALL NOT BE SCALED FOR DETERMINATION OF LENGTHS, FIT, OR QUANTITIES OF MATERIALS, ETC.

4. 3D PERSPECTIVE VIEWS WHERE PROVIDED ARE FOR REFERENCE ONLY TO ASSIST THE CONTRACTOR IN UNDERSTANDING THE DESIGN CONCEPT FOR ARCHITECTURAL COMPONENTS AND ARE NOT INTENDED TO SUPERSEED INFORMATION CONTAINED IN OTHER CONTRACT DOCUMENTS RELATING TO THIS WORK. ISSUES REQUIRING CLARIFICATION AND/OR INTERPRETATION OF THESE PERSPECTIVE VIEWS SHALL BE DIRECTED TO THE DESIGNER IN WRITING.

5. DETAILS, SECTIONS, AND NOTES DESIGNATED AS "TYPICAL" OR "TYP" SHOW INTENT. THEY INDICATE THAT THE SAME COMPLETE SYSTEM, COMPONENT, OR ASSEMBLY SHALL BE PROVIDED WHERE NOTED.

6. DETAILS, SECTIONS AND NOTES DESIGNATED AS "SIMILAR" OR "SIM" SHOW INTENT. THEY INDICATE THAT A COMPLETE SYSTEM, COMPONENT, OR ASSEMBLY SHALL BE PROVIDED WHERE NOTED TO PROVIDE A COMPARABLE INSTALLATION, AND SHALL INCLUDE ANY MODIFICATIONS NEEDED DUE TO ITS LOCATION. DESIGNER SHALL BE THE JUDGE OF COMPLIANCE WITH DESIGN INTENT AT SIMILAR CONDITIONS.

7. "ALIGN" INDICATES DESIGN INTENT FOR FINISH FACES OF MATERIALS TO HAVE STRAIGHT, TRUE, LEVEL, AND/OR PLUMB RELATION TO ADJACENT SURFACES WITHIN INDUSTRY STANDARD TOLERANCES.

8. INTERIOR WALLS ARE DIMENSIONED TO FACE OF STUD UNLESS NOTED OTHERWISE. EXTERIOR WALLS ARE DIMENSIONED TO FACE OF STUD OR CONCRETE.

9. ALL FASTENERS AND ATTACHMENTS IN PUBLIC AREAS SHALL BE FULLY CONCEALED FROM VIEW UNLESS NOTED OTHERWISE.

## ZONING INFORMATION

THE FOLLOWING IS AN ANALYSIS OF APPLICABLE SECTIONS OF THE **"HALL COUNTY, GA"**, CODE OF ORDINANCES.

**ZONING CLASSIFICATION : H-B**

| | |
|---|---|
| NET LOT AREA (N.L.A.) : | 1.19 ACRES = 51,836 SF |
| BUILDING COVERAGE : | 1,369 SF = 2.64% |
| FLOOR AREA RATIO (F.A.R.) : | 891 SF = 1.71% |
| BUILDING HEIGHT : | 14' / 1 STORIES |
| **IMPERVIOUS SURFACE RATIO :** | **8,241 SF = 15.89%** |

PROPOSED BUILDING COVERAGE : 889 SF
PROPOSED ASPHALT DRIVEWAY : 7,352 SF

## SUBMITTED TO

**DEPARTMENT OF PLANNING & DEVELOPMENT**
**HALL COUNTY, GA**

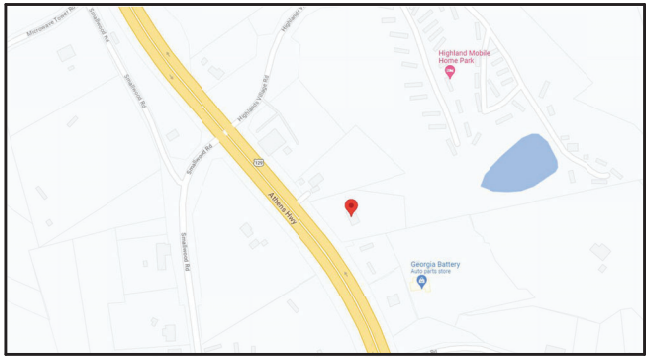
LOCATED IN:
HALL COUNTY GOVERNMENT CENTER

ADDRESS:
2875 BROWNS BRIDGE RD,
GAINESVILLE, GA 30504

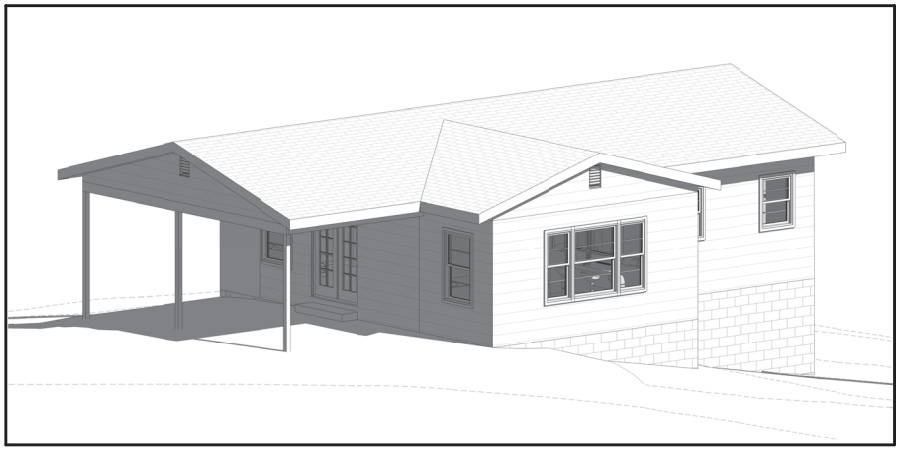
## SHEET INDEX


| NO. | SHEET TITLE |
|---|---|
| 0C-00 | COVER SHEET |
| A0-00 | SURVEY |
| A0-01 | PROPOSED SITE PLAN |
| A0-02 | EROSION AND SEDIMENT CONTROL PLAN |
| A1-01 | FLOOR PLANS |


## SITE MAP




## SITE RENDER



MODERNACY LLC
ARCHITECTURE+DESIGN

**DELTA DEALERSHIP**
PROJECT

2353 ATHENS HWY, GAINESVILLE, GA 30507
ADDRESS

DELTA AUTOMOTIVE / MORTEZA MODABBER
CLIENT

NOT RELEASED FOR CONSTRUCTION
DESIGN PHASE

SCHEMATIC DESIGN | APRIL 2, 2023
REVISION #1 | AUGUST 23, 2024
**REVISION #2 | MAY 25, 2025**
REVISIONS

NOTES

STAMP & SIGNATURE

**COVER SHEET**
SHEET TITLE

SCALE

NORTH

**0C-00**
SHEET NO.

07.07.2025 - Item 5

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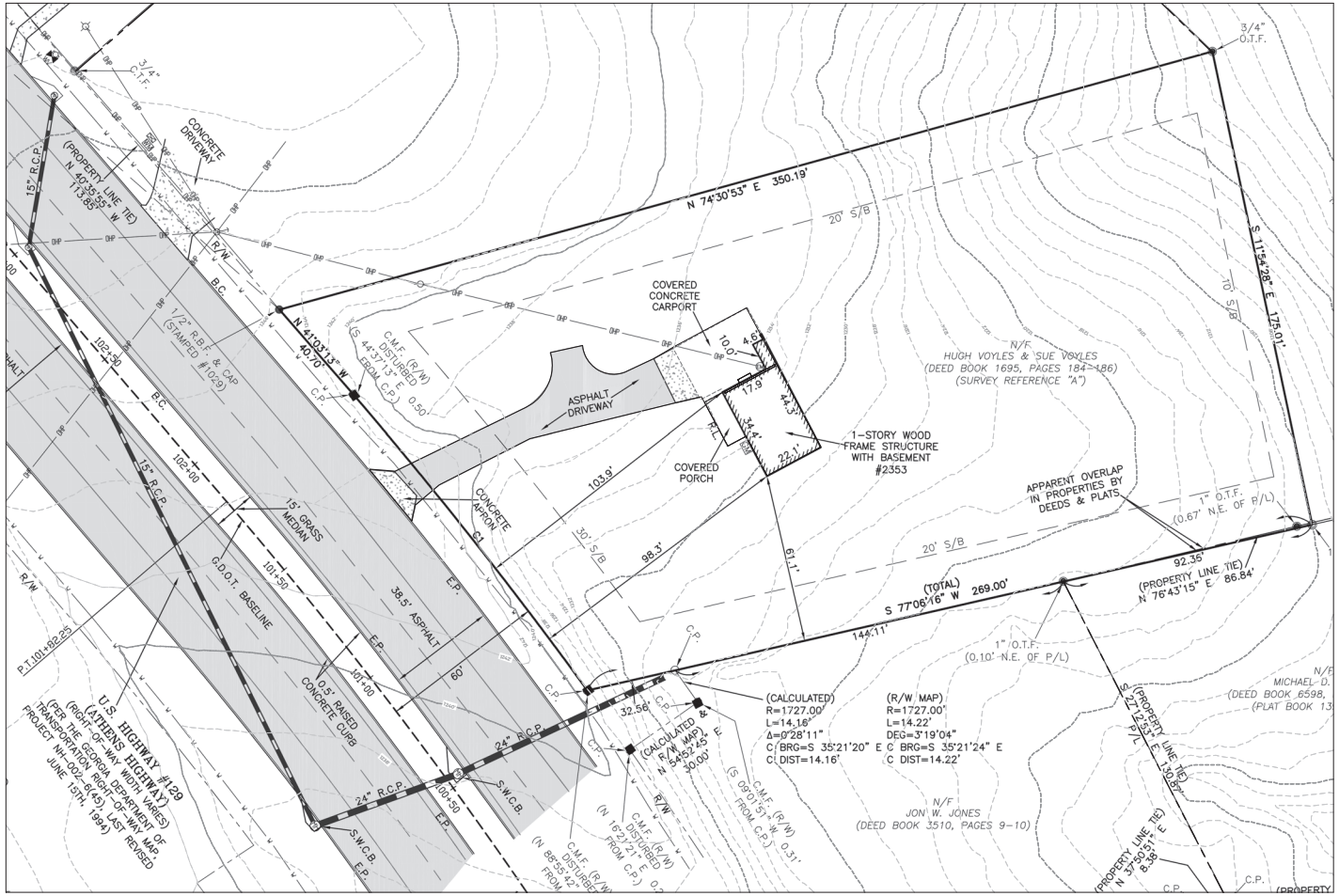


SURVEY
SCALE : 1" = 20'-0"

**DELTA DEALERSHIP**
PROJECT

2353 ATHENS HWY, GAINESVILLE, GA 30507
ADDRESS

DELTA AUTOMOTIVE / MORTEZA MODABBER
CLIENT

NOT RELEASED FOR CONSTRUCTION
DESIGN PHASE

MODERNACY LLC
ARCHITECTURE+DESIGN

SCHEMATIC DESIGN | APRIL 2, 2023
REVISION #1 | AUGUST 23, 2024
REVISIONS

NOTES

STAMP & SIGNATURE

**SURVEY**
SHEET TITLE

0 20'-0" 40'-0" 80'-0"
1" = 20'-0"
SCALE

NORTH

**A0-00**
SHEET NO.

07.07.2025 - Item 5

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## SITE PLAN INFORMATION

**ZONING CLASSIFICATION : H-B**

**REQUIRED BUILDING SETBACKS:**

FRONT YARD: **55 Ft.** FROM CENTER LINE OF ROAD OR **30 Ft.** FROM PROPERTY LINE, WHICHEVER IS GREATER

SIDE YARD - INTERIOR: **20 Ft.**

SIDE YARD - EXTERIOR: **20 Ft.**

REAR YARD: **10 Ft.**

**LOT AREA:**

NET LOT AREA (N.L.A.): 1.19 ACRES = **51,836 Sq. Ft.**

**BUILDING COVERAGE:**

MAXIMUM BUILDING COVERAGE : N/A

PROPOSED BUILDING COVERAGE : 1,369 SF = **2.64%**

**FLOOR AREA RATIO (F.A.R.):**

MAXIMUM F.A.R. : N/A

PROPOSED F.A.R. : 891 SF = **1.71%**

**IMPERVIOUS SURFACE RATIO (I.S.R.):**

MAXIMUM I.S.R. : N/A

PROPOSED I.S.R. : 8,241 SF = **15.89%**

PROPOSED BUILDING COVERAGE : 889 SF
PROPOSED ASPHALT DRIVEWAY : 7,352 SF
PROPOSED GEOCELLS PAVING : 9,362 SF (NOT INCLUDED IMPERVIOUS SURFACE)

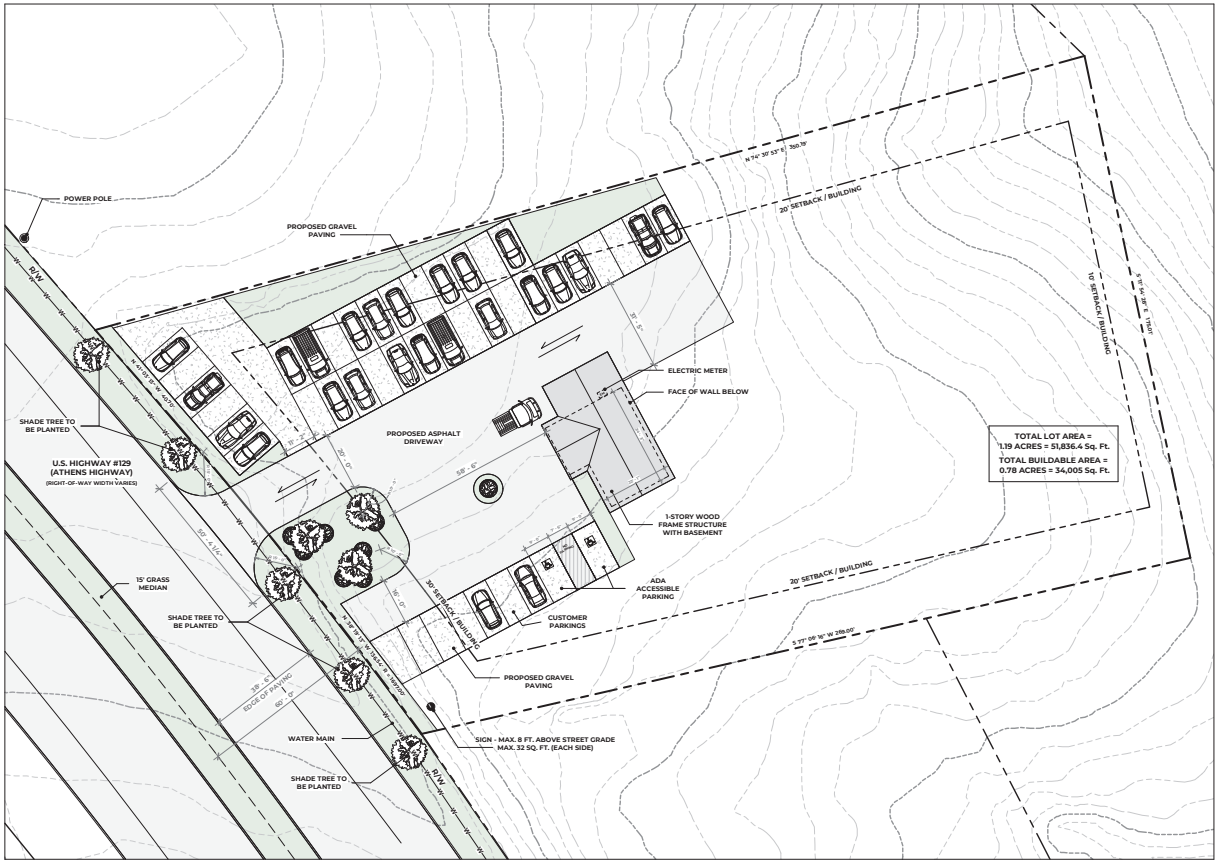
**OSR** (OPEN SPACE REQUIREMENTS) **:**

MINIMUM OSR: %20 OF LOT AREA = 10,367 Sq. Ft.
PROPOSED OPEN SPACE = 34,233 Sq. Ft. = **%66**

**PARKING SPACE:**

MINIMUM PARKING SPACE = 1 PER 500 Sq. Ft. IMPERVIOUSNESS
PROPOSED PRKING SPACE = **43**

| SITE PLAN LEGEND | | | |
|---|---|---|---|
| PROPERTY LINE | | MAIL BOX | MB |
| BUILDING SETBACK LINE | | WATER METER | WM |
| LIMIT OF DISTURBANCE | | ELECTRIC METER | EM |
| SILT FENCE | SF | MANHOLE | MH |
| FACE OF WALL BELOW | | POWER POLE | |
| CHAIN LINK FENCE | CLF | LIGHT POLE | |
| WOODEN FENCE | WF | FIRE HYDRANT | |
| TREE PROTECTION FENCE | | DOWNSPOUT + 4" PVC PIPE | DS |
| WATER MAIN | W | INFILTRATION TRENCH | |
| SANITARY SEWER | SS | ASPHALT | |
| POWER LINE | P | CONCRETE | |
| PUBLIC UTILITY EASEMENT | | GRAVEL | |
| CRITICAL ROOT ZONE | | GRASS | |
| STRUCTURAL ROOT PLATE | | IMPACTED PORTION OF CRZ | |




**PROPOSED - SITE PLAN**
SCALE : 1" = 20'-0"


MODERNACY LLC
ARCHITECTURE+DESIGN


**DELTA DEALERSHIP**
PROJECT

2353 ATHENS HWY, GAINESVILLE, GA 30507
ADDRESS

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SCHEMATIC DESIGN | APRIL 2, 2023
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**PROPOSED SITE PLAN**
SHEET TITLE

0 20'-0" 40'-0" 80'-0"
1" = 20'-0"
SCALE

NORTH

**A0-01**
SHEET NO.

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## EROSION AND SEDIMENT CONTROL BMPs

**Ds1** **DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)** ; A TEMPORARY COVER OF PLANT RESIDUES APPLIED TO THE SOIL SURFACE FOR A PERIOD OF **(6) MONTHS OR LESS** WHEN SEEDING IS NOT PRACTICAL.

**Ds2** **DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)** ; ESTABLISHING A TEMPORARY NEGATIVE COVER WITH FAST GROWING SEEDING ON DISTURBED AREAS. SEE EROSION CONTROL NOTES.

**Ds3** **DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)** ; ESTABLISHING PERMANENT VEGATATIVE COVER SUCH AS TREES, SHRUBS, VINES, GRASSES OR LEGUMES ON DISTURBED AREAS. SEE ENLARGED PLANS.

**SS** **SLOPE STABILIZATION ;** ALL SLOPES GREATER THAN **3H:1V** SHALL BE SUPPLEMENTED WITH MATTING.

**Co** **CONSTRUCTION EXIT ;** A STONE-STABILIZED PAD LOCATED AT ANY POINT WHERE TRAFFIC WILL BE LEAVING A CONSTRUCTION SITE TO A PUBLIC RIGHT-OF-WAY, STREET, ALLEY, SIDEWALK, OR PARKING AREA.

**NOTES:**
A) NO PROPOSED GRADING EXCEEDING **TWO (2)°**.
B) CONTOURS SHOWN ARE EXISTING. **MAX. 2H:1V** SLOPES.
C) THE EXISTING DRIVEWAY MAY BE USED AS A CONSTRUCTION EXIT.

## RUNOFF REDUCTION CALCULATION

$RR_v$ (RUNOFF REDUCTION VOLUME) = **( P x A x $R_v$ ) / 12** (CUBIC FT)

*WHERE:*

P (PRECIPITATION DEPTH) = **1.0"**

A (LOT AREA) = 1.19 ACRES = **51,836 SF**

$R_v$ (VOLUMETRIC RUNOFF COEFFICIENT) = $a + b\,i + c\,i^2 + d\,i^3$

i (IMPERVIOUS SURFACE RATIO) = 8,241 SF / 51,836 SF ≈ **16%**

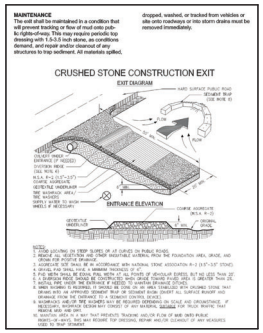
$R_v$ = 0.05 + 0.009 (16) = **0.194**

$RR_v$ = (1 × 51,836 × 0.194) / 12 = **838.01** CUBIC FT

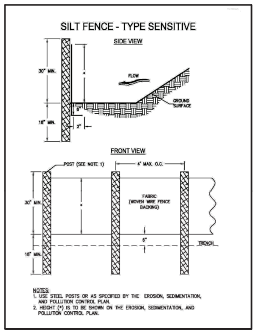
838.01 / **0.4** (ASSUMING THE 40% VOID RATIO) ≈ **2,095** CUBIC FT

**PROVIDED VOLUME** = 3'(W) x 4'(D) x 197'(L) = **2,364** CUBIC FT

**THE REQ'D VOLUME HAS BEEN SATISFIED.**




**DETAIL #1 - CONSTRUCTION EXIT (Co)**




**DETAIL #2 - SILT FENCE (Sd1-S)**

## GENERAL NOTES

A. TOPOGRAPHY IS BASED ON FIELD RUN DATA BY (COMPANY) ON (DATE). THE FIELD RUN TOPOGRAPHY DATE SHOULD NOT BE EARLIER THAN THE SITE'S FINAL PLAT DATE.

B. NO DECKS, PATIOS, OR PERMANENT STRUCTURES PERMITTED IN BUFFERS OR EASEMENTS.

C. NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

D. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

E. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.

F. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

G. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

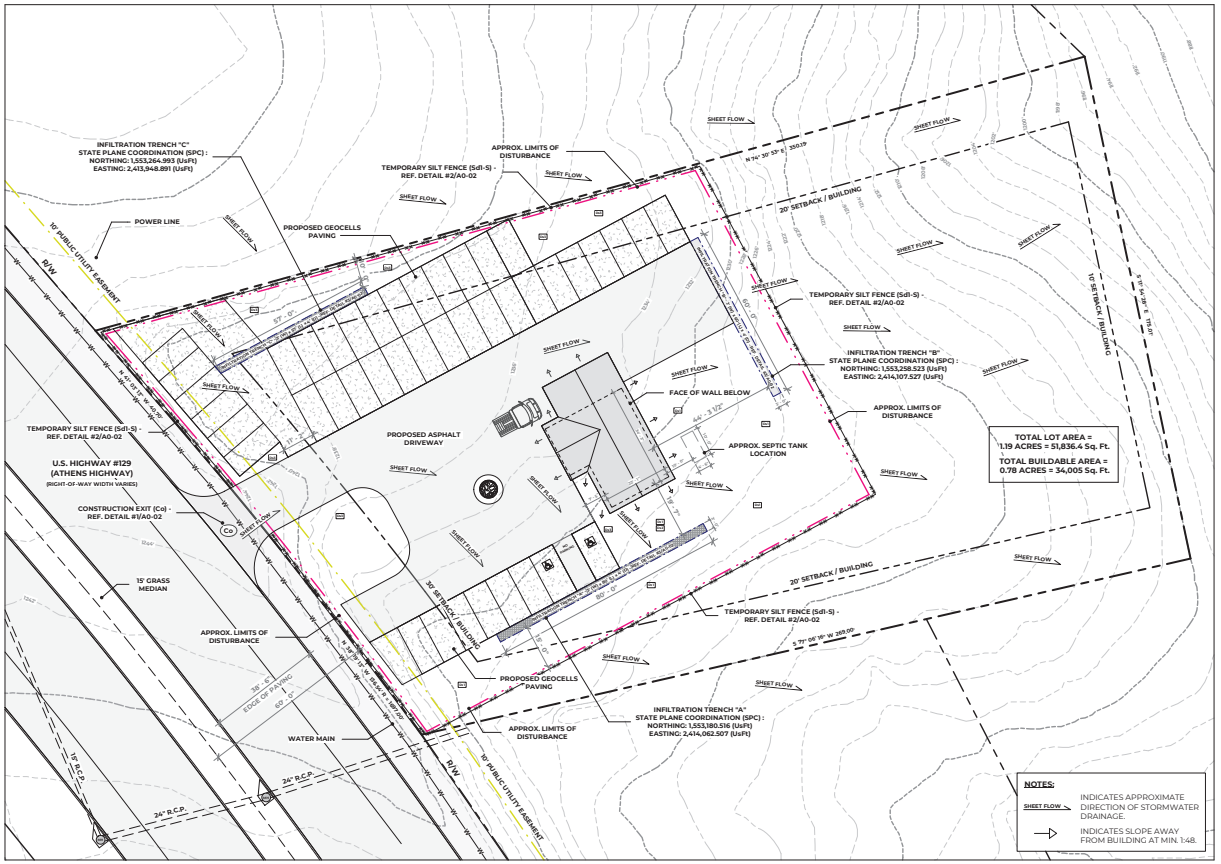
H. THE DESIGN PROFESSIONAL WHOSE SIGNED AND DATED SEAL APPEARS HEREON, AFFIRMS THAT THE SITE WAS VISITED PRIOR TO THE PREPARATION OF THIS SITE PLAN BY (HIMSELF / HERSELF) OR (HIS / HER) AUTHORIZED AGENT UNDER (HIS / HER) SUPERVISION.

I. CONTACT THE DEPARTMENT OF COMMUNITY DEVELOPMENT THROUGH THE PORTAL TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE SITE INSPECTOR PRIOR TO ANY LAND DISTURBANCE. (THE CUT-OFF TIME FOR NEXT DAY INSPECTION IS 2PM.)

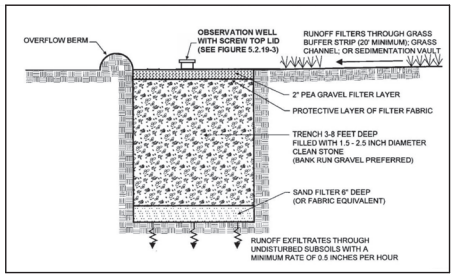
## SITE PLAN NOTES

A. THE EXISTING DRIVEWAY MAY BE USED AS A CONSTRUCTION EXIT PROVIDED THAT ALL CONSTRUCTION VEHICLES ARE CONFINED TO EXISTING PAVED AREAS ON SITE. ANY TRACKING OF DIRT, SILT, MUD, ETC. ONTO STREET WILL RESULT IN AN IMMEDIATE 'STOP WORK' ORDER. THE 'STOP WORK' ORDER WILL NOT BE LIFTED UNTIL A CONSTRUCTION EXIT IS CONSTRUCTED IN ACCORDANCE WITH THE CURRENT DETAIL.

B. ANY TRACKING OF DIRT, SILT, MUD, ETC. ONTO STREET WILL RESULT IN AN IMMEDIATE "STOP WORK" ORDER.




**EROSION AND SEDIMENT CONTROL PLAN**
SCALE : 1" = 20'-0"




**DETAIL #3 - INFILTRATION TRENCH**

## SITE PLAN LEGEND

| | |
|---|---|
| PROPERTY LINE | MAIL BOX |
| BUILDING SETBACK LINE | WATER METER |
| LIMIT OF DISTURBANCE | ELECTRIC METER |
| SILT FENCE | MANHOLE |
| FACE OF WALL BELOW | POWER POLE |
| CHAIN LINK FENCE | LIGHT POLE |
| WOODEN FENCE | FIRE HYDRANT |
| TREE PROTECTION FENCE | DOWNSPOUT + 4" PVC PIPE |
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| PUBLIC UTILITY EASEMENT | GRAVEL |
| CRITICAL ROOT ZONE | GRASS |
| STRUCTURAL ROOT PLATE | IMPACTED PORTION OF CRZ |

MODERNACY LLC
ARCHITECTURE+DESIGN

**DELTA DEALERSHIP**
PROJECT
2353 ATHENS HWY, GAINESVILLE, GA 30507
ADDRESS
DELTA AUTOMOTIVE / MORTEZA MODABBER
CLIENT
NOT RELEASED FOR CONSTRUCTION
DESIGN PHASE

SCHEMATIC DESIGN | APRIL 2, 2023
REVISION #1 | AUGUST 23, 2024
REVISIONS

NOTES

STAMP & SIGNATURE

**EROSION AND SEDIMENT CONTROL PLAN**
SHEET TITLE

0 20'-0" 40'-0" 80'-0"
1" = 20'-0"
SCALE

NORTH

**A0-02**
SHEET NO.

07.07.2025 - Item 5

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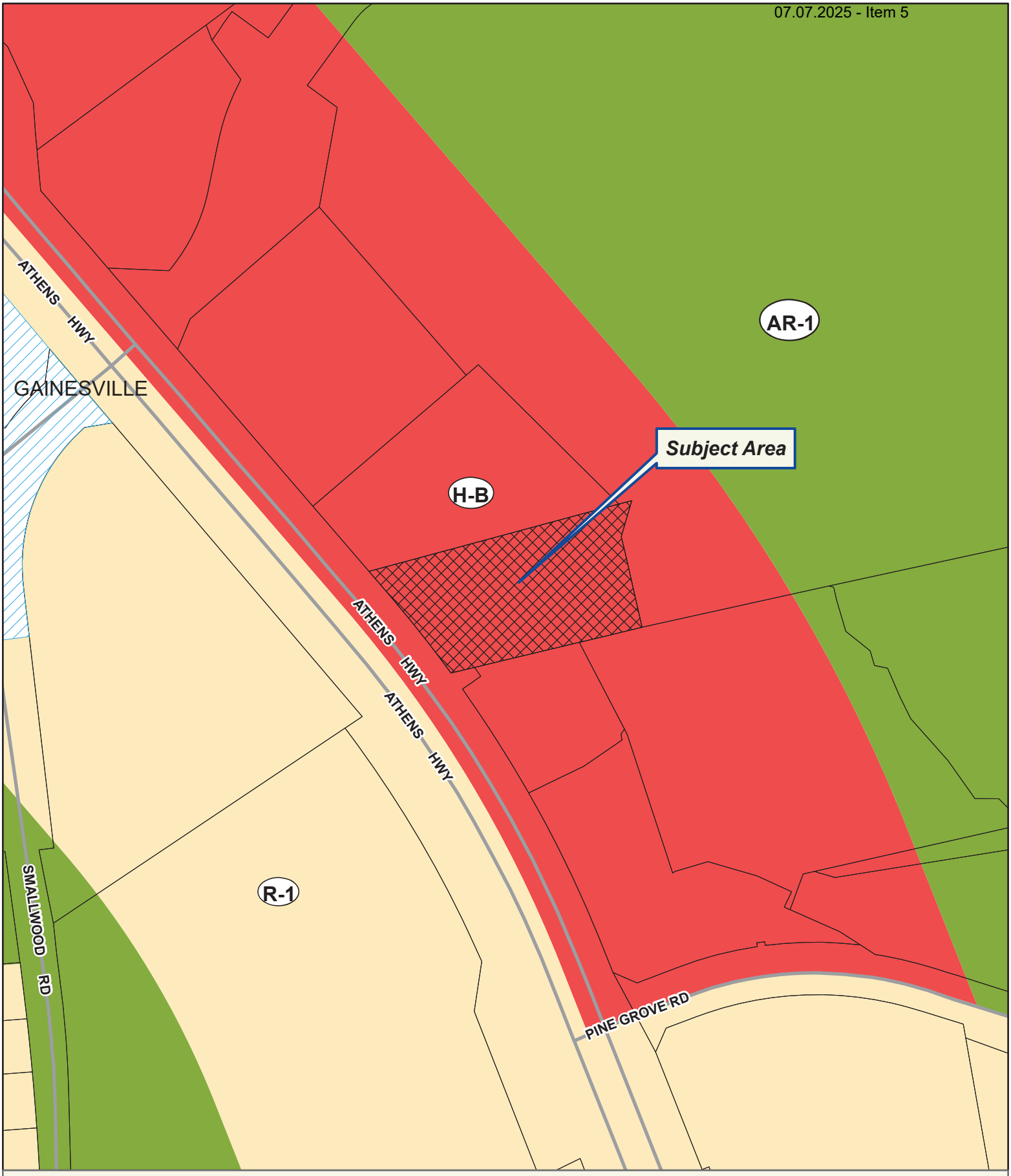
**Applicant:** MORTEZA MODABER
**Tax Parcel #:** 15022C000016
**Location:** 2353 ATHENS HIGHWAY , GAINESVILLE GA 30507
**Commission District 4** **PC Mtg. Date: 07/07/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area

N




**Applicant:** MORTEZA MODABER

**Tax Parcel #:** 15022C000016

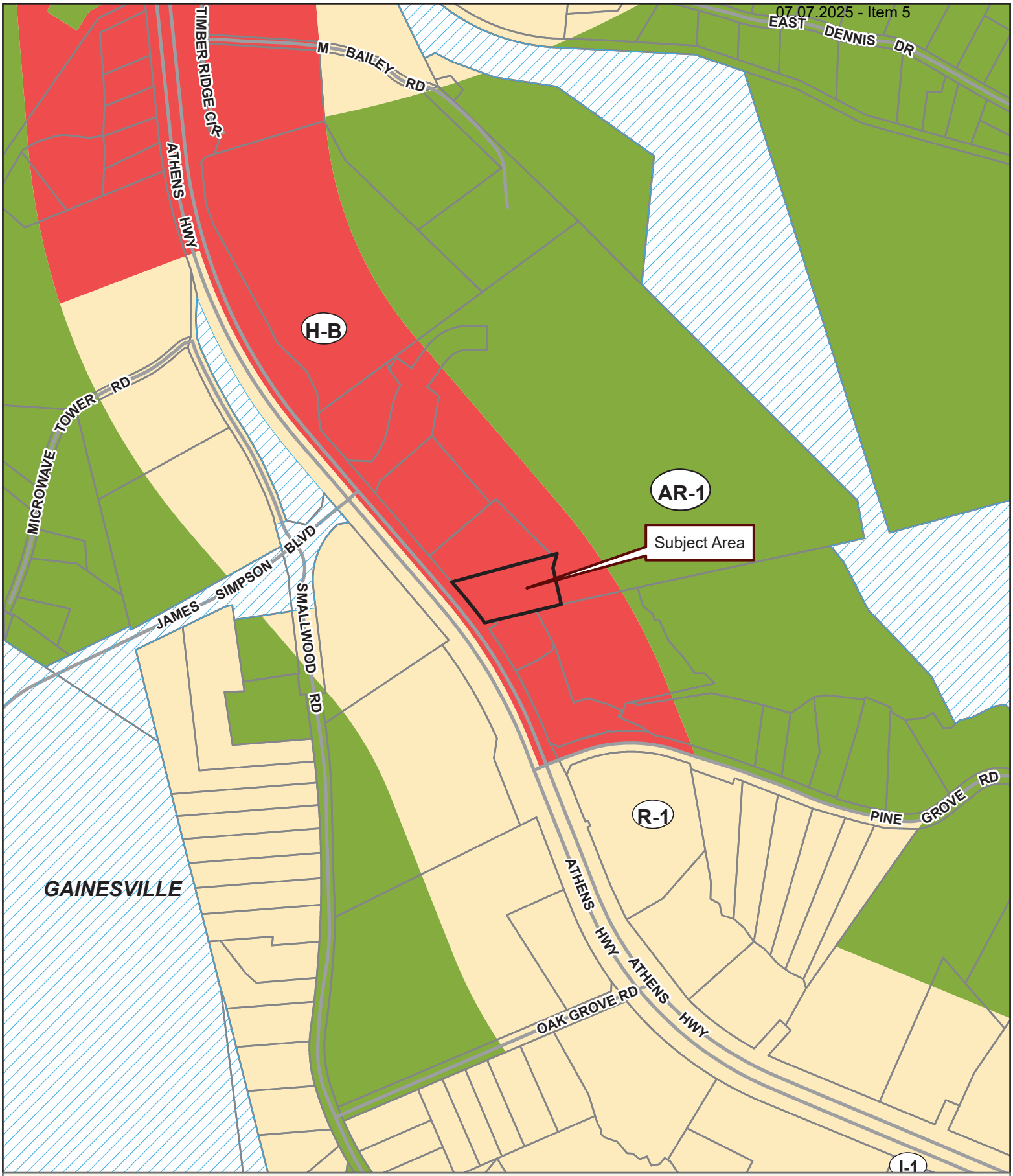
**Location:** 2353 ATHENS HIGHWAY , GAINESVILLE GA 30507

**Commission District 4** **PC Mtg. Date: 07/07/2025**

0 50 100 200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N




**Applicant:** MORTEZA MODABER

**Tax Parcel #:** 15022C000016

**Location:** 2353 ATHENS HIGHWAY , GAINESVILLE GA 30507

**Commission District 4** **PC Mtg. Date: 07/07/2025**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

eFiled and eRecorded
DATE: 04/05/2023
TIME: 8:43 AM
DEED BOOK: 9285
PAGE: 797 - 799
FILING FEES: $26.00
TRANSFER TAX: $170.00
PARTICIPANT ID: 8846450835
PARTICIPANT ID: 7067927936
PT61: 069-2023-002182
RECORDED BY: NB
CLERK: Charles Baker, C.S.C
Hall County, GA

Record and Return to:
Lueder, Larkin & Hunter, LLC
417 Green Street, NW, Suite 1A
Gainesville, GA 30501
File No.: GA-GN-22-0098-CAS

# LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HALL
APN/Parcel ID: **15022C000016**

THIS INDENTURE, made this **24th day of February, 2023**, between

**Hattie Louise Bates**

as party or parties of the first part, hereinafter called Grantor, and

**Chase Car Center, 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).

W I T N E S S E T H: That Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other good and valuable consideration 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, the following described property, to wit:

**See Exhibit A attached hereto and made a part hereof.**

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, 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 against the claims of all persons owning, holding, or claiming by, through and under the said Grantor.

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:

GRANTOR:

Unofficial Witness

Hattie Louise Bales (SEAL)
**Hattie Louise Bales**

Notary Public

Laura Isabel Toro
Notary Public
- Expires -
Sept. 7, 2025
Georgia
DeKalb County

# EXHIBIT A

TRACT I:

All that tract or parcel of land lying and being in Tadmore District. G.M.D. 268, Hall County, Georgia, lying on the East side of U.S. Highway 129 described as follows:

BEGINNING at an iron pin at the Southeast corner of property formerly deeded to Charlie N. Nix, said iron pin being 0.45 mile Southeast of the New Gaines Mill Road; run thence along U.S. Highway 129 North 39 degrees 15 minutes West 25 feet; thence, North 39 degrees 15 minutes West 25 feet; thence North 74 degrees 03 minutes East 356 feet to an iron pin; thence, South 13 degrees 20 minutes East 25 feet to an iron pin at the Northeast corner of property formerly deeded to Charlie N. Nix; thence South 74 degrees 23 minutes West 345 feet to the point of beginning.

TRACT II:

All that tract or parcel of land lying and being in Tadmore District, GM 268, Hall County, Georgia and being more fully described as follows:

BEGINNING at an iron pin corner between the property of Charlie N. Nix and property now or formerly of Mrs. George Smith Rich, Mrs. Evelyn Cato, Mrs. Clara Mae Whitmire, Willie W. Smith and Thomas J. Smith, said iron pin lying 50 feet Northeast of center line of U.S. 129 (Athens Highway) and Southeast 0.45 mile from New Gaines Mill Road; thence along Rich line North 63 degrees 15 seconds East 155.7 feet to iron pin corner; thence, along Rich line North 82 degrees 10 minutes East, 205 feet to iron pin corner between Rich and Nix; thence, South 74 degrees 03 minutes West 356 feet to point of beginning. This deed is described from plat made by George D. Newton, October 31, 1960 and revised September 12, 1963 to show triangular tract of land above described.

TRACT III:

All that tract or parcel of land lying and being in the Tadmore District, G.M. Ball County, Georgia and Miss Rosa Veal Subdivision and described as follows:

BEGINNING at an iron pin on U.S. Highway 129 right-of way in Lot No. 3 of the Rosa Veal Subdivision; thence, running in a Northerly direction along the right-of-way of U.S. Highway 129, 50 feet to an iron pin: thence, running a straight line in an Easterly direction, which is parallel with the A.N. Head line to an iron pin; thence running South 15 degrees 30 minutes West, 50 feet to an iron pin on the Charlie Nix corner; thence, running South 82 degrees 10 minutes West, 205 feet to an iron pin; thence, South 63 degrees 15 minutes West to an iron pin and beginning corner.

TRACT IV:

All that property lying and being in Tadmore District, GMD 268, Hall County, Georgia, lying on the East side of U.S. Highway 129, containing 0.71 acres, more or less, and described as follows:

BEGINNING at an iron pin corner 50 feet Northeast of the center line of U.S. Hiqhway 129 said iron pin being 0.45 mile Southeast of the New Gaines Mill Road and 0.6 feet Southeast of a Highway right-of-way marker; run thence along the right-of-way of U.S. 129 South 39 degrees 15 minutes East 100 feet to an iron pin on the A.N. Head line; then with A.N. Head North 76 degrees 00 minutes East 300 feet to an iron pin; thence, North 13 degrees 20 minutes West 100 feet to an iron pin; thence, South 74 degrees 23 minutes West 345 feet to the point of beginning.

HALL COUNTY
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*We have it **all** in Hall*

# Hall County Government
BOARD OF COMMISSIONERS

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**

October 13, 2023

Morteza Modaber
1130 East Street
Suwanee, GA 30024

RE: **Use Subject Application**

Dear Morteza Modaber:

Please be advised that in its Voting Meeting on October 12, 2023, the Hall County Board of Commissioners voted to approve the following application with conditions.

**2353 Athens Highway | Use Subject to County Commission Approval** | 17.420.050 vehicle sales lot, new or used | on a 1.14± acre parcel located on the east side of Athens Highway, approximately 430 feet from its intersection with Smallwood Road | Zoned H-B (GCOD), Tax Parcel 15022C000016 | **Proposed Use: used vehicle sales** | Commission District 4 | **Morteza Modaber, applicant.**

Conditions:

1. The property shall be approved for used vehicle sales only, subject to all conditions herein and development standards enforced at the time of site plan approval. No variances are approved as part of this request other than those stated. No other uses shall be permitted unless approved by the Board of Commissioners.
2. Development is approved as generally shown on the concept plan and described in the project narrative (both dated May 8, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
3. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
4. Storage of wrecked, junk, and/or inoperable vehicles shall be prohibited.
5. Any outdoor storage shall be screened as required by the standards listed in section 17.420 Gateway Corridors Overlay District.
6. Vehicles displayed for sale may be parked on geogrid with gravel as shown on the submitted site plan.
7. Per, 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.

8. All conditions of zoning shall be made part of any plats created for the property.
9. There shall be a vegetative buffer to the east of the property. A landscape plan shall be submitted to be approved by staff.
10. No servicing or maintenance of vehicles shall be allowed.
11. The hours of operation shall be Monday thru Friday 9:30am to 6pm, Saturday 9:30am to 4pm and closed on Sunday.
12. The applicant shall install a 10 foot wide landscape strip along Athens Highway, and shall work with planning staff to determine the appropriate plantings.

"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,

Jennifer Rivera

Jennifer Rivera
Hall County Commission Clerk

cc: Randi Doveton, Planning & Development Director

Outlook

## HCPC Tentative Agenda 7.7.25

**From** Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>
**Date** Thu 6/5/2025 4:41 PM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
**Cc** Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>

Please find Environmental Health comments below:

Item 1A/B, 3024 Dale Road, DCCM: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

Item 2A/B, 2353 Athens Hwy: Must meet all Environmental Health commercial septic system permitting requirements as public sewer is not available to this parcel. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

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.

Outlook

## RE: July 7, 2025 Hall County Planning Commission Meeting

**From** Nembhard, Nakia L <NNembhard@dot.ga.gov>
**Date** Thu 5/29/2025 10:02 AM
**To** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

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 morning,

Below you will find comments on proposed locations. If you have any questions please let me know.

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Rochester | DCCM, applicant**
   **(Will require coordination)**

   **(B) 3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage with graded aggregate base (GAB) |** * Commission District 3 **| Rochester | DCCM, applicant** **(Will require coordination)**

2. **(A) 2353 Athens Highway | Special Use** | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales |** ** Commission District 4 | **Morteza Modaber, applicant**
   **(Will require coordination)**

   **(B) 2353 Athens Highway | Variances to section 6.2 |** Gateway Corridor Overlay District | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Parking & landscape requirements |** * Commission District 4 | **Morteza Modaber, applicant** **(Will require coordination)**

Thanks,

**Nakia Nembhard**
*Civil Engineer 3*

District 1 Traffic Operations
1475 Jesse Jewell Pkwy Suite 100
Gainesville, GA, 30501

(678) 332-8200 Cell
(770) 533-8496 Office

---

**From:** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>
**Sent:** Thursday, May 29, 2025 8:58 AM
**Subject:** July 7, 2025 Hall County Planning Commission Meeting

**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, July 7, 2025** 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 **Friday, June 6, 2025.** Email comments to Beth (bgarmon@hallcounty.org) and Kaitlyn (kelliott@hallcounty.org).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – June 16, 2025**

**NEW BUSINESS**

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 | **Rochester | DCCM, applicant**

   **(B) 3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax

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GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

PUBLIC WORKS AND
UTILITIES DIRECTOR
**Bill Nash, P.E.**

# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

## MEMORANDUM

**To:** Beth Garmon, Director of Planning and Zoning

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** June 6, 2025

**Subject:** July 7, 2025 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 7, 2025 meeting. Upon review, we provide the following comments.

**NEW BUSINESS**

1. **(A) 3024 Dale Road | Special Use** | to amend conditions of zoning | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage** | ** Commission District 3 **| Rochester | DCCM, applicant**
**(B) 3024 Dale Road | Variance to section 6.2 |** Gateway Corridor Overlay District | on a 36.90± acre tract located on the north side of Dale Road at its intersection with Candler Road | Zoned I-1 (GCOD); Tax Parcel 15025 000006 | **Proposed Use: Outdoor storage with graded aggregate base (GAB) |** * Commission District 3 **| Rochester | DCCM, applicant**

a. **Engineering**: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
   Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. **Traffic:** GDOT permit for access is required.
c. **Utilities:** No sewer in area

2. **(A) 2353 Athens Highway | Special Use** | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales |** ** Commission District 4 | **Morteza Modaber, applicant**
**(B) 2353 Athens Highway | Variances to section 6.2 |** Gateway Corridor Overlay District | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Parking & landscape requirements |** * Commission District 4 | **Morteza Modaber, applicant**

a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
b. **Traffic:** Driveway must be upgraded to commercial and GDOT permit required.
c. **Utilities:** Gainesville sewer service area gravity sewer is 0.3 miles away on James Simpson Blvd.

Outlook

## Fire Comment

**From** John Hornick (Fire Services) <jhornick@hallcounty.org>
**Date** Thu 6/5/2025 11:41 AM
**To** Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
**Cc** Kaitlyn Elliott (Planning) <kelliott@hallcounty.org>

**Monday, July 7, 2025** Hall County Planning Commission Meeting

2. **(A) 2353 Athens Highway | Special Use** | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Vehicle sales |** ** Commission District 4 | **Morteza Modaber, applicant**

**(B) 2353 Athens Highway | Variances to section 6.2 |** Gateway Corridor Overlay District | on a 1.19± acre tract located on the east side of Athens Highway, approximately 530 feet from its intersection with Pine Grove Road | Zoned H-B (GCOD); Tax Parcel 15022C000016 | **Proposed Use: Parking & landscape requirements |** * Commission District 4 | **Morteza Modaber, applicant**

The Hall County Fire Marshal's Office has no comments on item A or B as proposed.

**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

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: MORTEZA MODABER
REQUEST: SPECIAL USE FOR VEHICLE SALES WITH GCOD VARIANCES
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: JULY 07, 2025
Time: 5:15 P.M.
COUNTY COMMISSION
Date: AUG 14, 2025
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

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

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## PUBLIC NOTICE REQUIREMENTS

Zoning regulations require that public notice must be given prior to all zoning hearings as follows:

1. The Planning Department shall publish a legal advertisement no less than fifteen (15) days and no more than forty-five (45) days prior to the public hearing.
2. The Planning Department shall send notification by letter of all other property owners within a 500-foot radius of the applicant's property is standard administrative policy of the Planning Department.
3. The applicant/property owner shall place the public notice sign in a conspicuous location on the property not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.

**The Planning Department shall post the legal advertisement and notify property owners within a 500ft radius to the subject property.**

**The applicant is required to post the public notice sign not less than fifteen (15) days and not more than forty-five (45) days prior to the public hearing.** A photo of the sign placed at the location is required and must be sent to the Planning Department.

Multiple sign postings on a site may be required as determined by the Planning Department. The sign must be in a location where it is clearly visible from the roadway. The sign cannot be obstructed in any manner, placed too far from the road, or placed in such manner as would cause it to blend into the landscape.

Should you find the sign missing or vandalized in any manner, contact the Planning Department for a replacement sign. When the proceeding is complete and final Board action has occurred, the sign shall then be removed from the property by the applicant.

**THE ZONING SIGN MUST BE POSTED NO EARLIER THAN** MAY 30, 2025 **AND NO LATER THAN** JUNE 08, 2025.

**THE ORGINAL SIGNED AFFIDAVIT MUST BE AND RETURNED TO THE PLANNING DEPARTMENT NO LATER THAN** JUNE 08, 2025 **ALONG WITH A MINIMUM OF ONE PHOTO SHOWING THE SIGN POSTED AT THE SUBJECT PROPERTY.**

**Failure to comply will result in a delay of the application.**

---

## AFFIDAVIT

By my signature, I, Morteza Modaber (Please Print Name), **hereby acknowledge that I have read and understand the sign posting requirements. I further certify that the required public notice sign was posted on** 6/11/2025 (Date) for Morteza Modaber (Name application filed as).

**Signature** M.Bn
(The original document is required)

Revised September 2021

Scanned with CamScanner