MEMORANDUM

To: Parties Interested In RFP2019-24

From: Cindy Clack

Date: May 1, 2019

Re: RFP2019-24 Vegetation Clearing Services – Tanners Bridge Land Application System

RFP2019-24 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

Please insure proposals are submitted exactly as specified in the RFP. If you have any questions, please submit them in writing as called for in the RFP.

Thank you.
REQUEST FOR PROPOSALS  
RFP2019-24

VEGETATION CLEARING SERVICES – TANNERS BRIDGE LAND APPLICATION SYSTEM

BARROW COUNTY, GEORGIA  
MAY 1, 2019

DATE OF OPENING: MAY 16, 2019

Barrow County Board of Commissioners  
30 North Broad Street; Winder, GA 30680
REQUEST FOR PROPOSALS
RFP2019-24

VEGETATION CLEARING SERVICES –
TANNERS BRIDGE LAND APPLICATION SYSTEM
BARROW COUNTY BOARD OF COMMISSIONERS

Date:  May 1, 2019

PURPOSE: The purpose of this request is to provide qualified individuals or companies (hereafter called “vendors”) with sufficient information to enable them to submit a uniform proposal for the County’s review for vegetation clearing services (hereafter called “project”) required by the Barrow County Board of Commissioners. Also, to set forth a systematic method that will be fair and impartial to all parties concerned and to generate a response that can be equally evaluated by the County.

GENERAL: Barrow County Board of Commissioners is interested in entering into an agreement with a vendor that would provide services associated with its vegetation clearing services at Tanners Bridge Land Application System. Required services are listed on the attached Proposal Form.

OBJECTIVE: Barrow County Board of Commissioners desires to have a vegetation clearing program for up to 60 acres of land owned by Barrow County Board of Commissioners and located at 1113 Briscoe Mill Road Bethlehem, GA 30620 (See exhibit A for Legal Description of Parcels 1 and 2 of Applicable Property).

COMPLIANCE WITH THE REQUEST FOR PROPOSAL (RFP): Each prospective vendor must comply with all requirements of this RFP. Notice is hereby given to all vendors that if their submittals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of submittals, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. The vendor’s degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and possible selection for providing designated services. All instructions are to be considered an integral part of this RFP.

COMPENSATION: Contractor shall provide monetarily compensate the County for the right to keep all vegetation that the Contractor removes from the County parcel. The Contractor, after removing the Vegetation from the County Parcel, may make limited lawful use of the Vegetation that the Contractor desires. The baled hay is considered mulch hay only and is strictly PROHIBITED from animal consumption.

TERM: It is intended that Barrow County Board of Commissioners will enter into an agreement with a vendor for an initial period ending June 30, 2020, with the option of extending the agreement for up to 4 (four) additional 1 (one) year periods. Extension will be predicated on satisfactory performance.
RIGHT TO SUBMITTED MATERIALS: All responses, inquiries, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the vendor shall be properly identified as to vendor and will become the property of Barrow County when received. Barrow County will not be responsible for any expenses incurred by any Vendor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the County or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Vendor even if the Board of Commissioners has formally accepted a recommendation.

CLARITY AND THOROUGHNESS: Barrow County must determine which vendor best meets its immediate and long-term objectives. It is the proposing vendor’s responsibility to ensure that all information in the proposal is thorough and easily readable by County. County, at its sole discretion, may reject any submittal that is unclear in any way.

INQUIRIES: Proposing vendors, or their representatives or agents, shall not contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. Questions relating to this RFP must be submitted in writing to: Cindy Clack, Senior Buyer (email: cclack@barrowga.org). Deadline for questions is Thursday, May 9, 2019 at 12:00 noon “Local Time”. All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

EVENTS: The following dates and times apply to this RFP:

1. Issue Request for Proposal ---------------- May 1, 2019
2. Deadline for Questions ---------------- May 9, 2019 (12:00 Noon “Local Time”)  
3. Proposal Due Date ---------------------- May 16, 2019 (12:00 Noon “Local Time”) 
4. Proposal Opening ---------------------- May 16, 2019 (2:00 PM “Local Time”) 

SEALED PROPOSALS: Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with “RFP2019-24 Vegetation Clearing Services – Tanners Bridge Land Application System”. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and also plainly marked with “RFP2019-24 -- Vegetation Clearing Services – Tanners Bridge Land Application System”. The County will not be responsible for late mail deliveries and no proposal will be accepted if received after the time stipulated by this RFP. No proposal may be withdrawn or modified in any way after the deadline for RFP opening. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE_proposal.
Sealed proposals will be accepted in the Clerk’s Office, no later than **12:00 PM “Local Time” Thursday, May 16, 2019.** Proposals will be opened in the main floor conference room at 30 North Broad Street, Winder, Ga. 30680 at the above address at 2:00 PM “Local Time” on May 16, 2019. All proposals will be evaluated and the project will be awarded, if it is awarded, within 60 days of the proposal opening.

**LIABILITY AND RISK MANAGEMENT:** See attached Agreement for Requirements.

**PROPOSAL FORMAT:** Vendor should submit an original (unbound) and four (4) copies of the requested proposal. The proposal shall consist of the following **in the order shown:**

- **Compensation** – Use the attached “Vegetation Clearing Services Proposal” in submitting compensation to County.

- **Agreement** – **PROFESSIONAL SERVICES AGREEMENT:** All submitted proposals are to include an **executed** Professional Services Agreement (the “Agreement”) included in this package to indicate a willingness to comply with all terms of the Agreement. Upon award of the Project to the winning vendor, the County will execute the Agreement. Please be advised that the proposing vendor’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. *(Please leave date of agreement blank).*

**DOCUMENTS:** The following are included in this “Request for Proposal”:

- Memo (1 Page)
- Request For Proposal (5 Pages)
- Specifications (1 Page)
- Exhibit A Warranty Deed (4 Pages)
- Site Overview Map (1 Page)
- Proposal Form (1 Page)
- Agreement (8 Pages)

**PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE:** Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include compensation. Barrow County reserves the right to reject any and all proposals.
submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all proposals. Where two or more contractors are deemed equal, the County reserves the right to make the award to one of the contractors. At the County’s discretion, presentations may be requested as part of the evaluation process.

**ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the vendor selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by Barrow County.
Following are requirements for providing Vegetation Clearing Services – Tanners Bridge Land Application System for Barrow County Board of Commissioners.

1) Approximately 60 acres of land owned by Barrow County at 1113 Briscoe Mill Road Bethlehem, GA (See Attached Exhibit A for Legal Description and site overview map).
2) Cut, Bale and Haul Away the Harvested Hay.
3) Work to be Completed by June 30, 2020 with an option of extending the agreement for up to 4 (four) additional 1 (one) year periods.
4) All Equipment for Baling Hay to be provided by Contractor.
5) Contractor Shall Monetarily Compensate the County for the Harvested Hay.
6) Contractor shall work with the facility operator to schedule field cutting based on a specified watering schedule.
7) The contractor shall make every effort to complete the removal process from cutting hay to removing it from the facility fields. This action is in effort not to delay the required watering schedule for the discharge water.
8) Baled hay is considered mulch hay only and is strictly PROHIBITED from animal consumption.
9) The County shall provide for right of entry for Contractor in order for Contractor to complete the Work, and ONLY the WORK described in these Specifications. Contractor does not have right of entry for any other reason other than the WORK described in these Specifications.
STATE OF GEORGIA
COUNTY OF

GENERAL WARRANTY DEED

THIS Instrument, made this 31st day of October, 1999, by
and between HARRISON POULTRY COMPANY, a Georgia corporation
(herinafter referred to as "Grantor"), and BARROW COUNTY, GEORGIA,
whose address is 110 S. Broad Street, P.O. Box 1600, Winder,
Georgia 30680 (herinafter referred to as "Grantee");

WITNESS ETHUI

That for and in consideration of real property exchanged
and other valuable consideration, the receipt and sufficiency
whereof are hereby acknowledged, Grantor has granted, bargained,
sold, aliened, conveyed and confirmed and does hereby grant,
bargain, sell, alien, convey and confirm unto Grantee all of that
certain tract or parcel of land lying and being in Barrow County,
Georgia, being more particularly described in Exhibit A attached
hereto and by this reference made a part hereof, together with any
and all plants, trees, shrubbery, buildings or other improvements
thereon (herinafter referred to as the "Property").

The Property is conveyed subject to those matters set
forth on Exhibit B attached hereto and by this reference made a
part hereof.

TO HAVE AND TO HOLD said Property, together 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 FEE SIMPLE.

AND THE SAID Grantor shall warrant and forever defend the
right and title to said Property unto the Grantee against the
lawful claims of all persons whomsoever.

[This Space Intentionally Left Blank]

BOOK 204 PAGE 81
IN WITNESS WHEREOF, Grantor has signed and sealed this Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Unofficial Witness

[Signature]

HARRISON POULTRY, INC., a Georgia corporation

By: [Signature]

[Title]

[Certification]

[Corporate Seal]
Exhibit "A"

TRACT I: All that tract or parcel of land lying and being in the 249th District, G.M. County of Barrow, State of Georgia, containing 94.55 acres, more particularly described and delineated as per plat dated January 1, 1972, prepared by W.L. Dunham, Surveyor, Georgia Registration Number 277, entitled "Property of Roye Moon", and being of record in the Office of the Clerk of the Superior Court of Barrow County, Georgia, in Plat Book 4, page 478; which said plat and the record thereof are by reference hereto incorporated herein for further identification.

TRACT II: All that tract or parcel of land lying and being in the 249th District, G.M., Barrow County, Georgia, and being a part of the lands formerly owned by the S.C. Brown Estate and more particularly described as follows:

BEGINNING at an iron pin on the South side of the Tanner Bridge Road at a corner of the land hereinafter described and the lands now or formerly owned by Richard B. Russell, Jr., and running thence North 14 degrees East 190.00 feet to an iron pin; thence South 51 1/2 degrees East 172 feet to an iron pin; thence South 76 degrees East 529 feet to an iron pin; thence North 81 degrees East 780 feet to a point; thence South 38 3/4 degrees East 800 feet to an iron pin on the public road; thence along said road South 36 1/4 degrees West 304 feet; thence South 11 degrees West 299 feet; thence South 1/4 East 890 feet to a rock on the corner with lands now or formerly owned by Charlie Simp; thence North 86 degrees West 702 feet to a point; thence westerly 161 feet to a point; thence South 88 degrees West 1868 feet to the point of beginning. Containing 109.45 acres, more or less, less than certain 2.47 acre tract sold by Mrs. Virginia R. Griffith to Colbert. There is remaining in said tract herein conveyed 106.98 acres, more or less.
EXHIBIT B

PERMITTED ENCUMBRANCES

1. Liens for taxes and assessments not yet due and payable.
Barrow County, GA

Barrow County LAS
60 Acre Sprayfield Area
Barrow County Board of Commissioners:

Having carefully examined the Request for Proposals and Related Documents for RFP2019-24, and Addenda ______________________, the undersigned proposes to furnish Vegetation Clearing Services – Tanners Bridge Land Application System with the following compensation:

<table>
<thead>
<tr>
<th>Per Specifications</th>
<th>Compensation</th>
<th>Comments (If Any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vegetation Clearing Services for up to 60 acres</td>
<td>$ __________________/ Amount Contractor will Monetarily compensate the County.</td>
<td></td>
</tr>
</tbody>
</table>

Attached are the documents as called for in the RFP.

Signed, sealed, and dated this _____ Day of _____________, 2019.

Proposer: _________________________(Seal)
(Company Name)

By: ________________________________

Title: ______________________________

[Signature]
SERVICES AGREEMENT

THIS AGREEMENT is effective as of this ___ day of ___________, 2019, by and between the BARROW COUNTY, a political subdivision of the State of Georgia (the “County”), and ___________________ ("Contractor"), collectively referred to as the "Parties".

WITNESSETH THAT:

WHEREAS, the County desires to retain a contractor to provide certain services generally described as Vegetation Clearing Services (the “Work”) on approximately 60 acres of land owned by the Barrow County Board of Commissioners and located at 1113 Briscoe Mill Road Bethlehem, Ga. (See Exhibit A, attached hereto and incorporated herein by reference, for Legal Description of Parcels 1 and 2 of Applicable Property) (collectively referred to as the “Barrow County Tanners Bridge Land Application System” or “LAS Parcel”); and

WHEREAS, the BOC finds that specialized skills and equipment are necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the BOC lacks the personnel and equipment necessary to perform the Work contemplated under this Agreement; and

WHEREAS, the Work is necessary to maintain the LAS Parcel in good and manageable condition and to allow the BOC to protect the LAS Parcel from trespassers, vandalism, and other undesirable events; and

WHEREAS, the County possesses certain rights and interests regarding the LAS Parcel and thus desires for the Contractor to perform the Work and to be a beneficiary regarding the Contractor’s obligations under this Agreement; and

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

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

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

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES AND COMPLETION DATE

A. Project Description

The Project is described as Vegetation Clearing Services on the Barrow County Tanners Bridge LAS Parcel (Tax Assessor ID No. XX078 007), a 60-acre spray field.

B. The Work

The Work to be completed under this Agreement (the “Work”) consists of the cutting of vegetation, including hay (“Vegetation”), from the LAS Parcel, and the removal of the cleared
Vegetation from the LAS Parcel, to the satisfaction of the Wastewater Manager and the County and as described in RFP2019-22, a copy of which is attached hereto and incorporated herein by reference as Exhibit “B.”

C. Completion Date

Contractor warrants and represents that it will perform its services in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall complete performance of the Work no later than June 30, 2019, provided that this Agreement may continue, subject to the termination provisions below, for an additional four (4) calendar years thereafter. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the County on June 30 each calendar year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent calendar year absent the County’s provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current calendar year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by the County.

II. COMPENSATION

Contractor shall monetarily compensate the County in the amount of $______________ and provide the Work to the LAS Parcel and, as a result, shall receive the right to keep all Vegetation that the Contractor removes from the LAS Parcel. The Contractor, after removing the Vegetation from the LAS Parcel, shall make restricted, lawful use of the Vegetation that Contractor desires. The end use is intended to be utilized as mulch hay only and is strictly PROHIBITED from animal consumption.

III. COVENANTS OF CONTRACTOR

A. Expertise of Contractor

Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and skill and judgment to provide the services in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement.

B. County’s Reliance on the Work

The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and, therefore, the County bears any responsibility for Contractor’s services performed under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance.

C. Contractor’s Representative

_______________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative.
D. **Assignment of Agreement**

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the County shall have no obligation to them.

E. **Responsibility of Contractor and Indemnification of Barrow County**

The Contractor covenants and agrees to take and assume all responsibility for the services rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the services rendered pursuant to this Agreement. Contractor shall defend, indemnify and hold harmless the County, and their officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to collectively as “County Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense, (hereinafter “Liabilities”) which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of, the County or County Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the County or County Parties by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the County and County Parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of this Agreement.

F. **Independent Contractor**

Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of Contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only.
G. Insurance

(1) Requirements:

The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors.

(2) Minimum Limits of Insurance:

Contractor shall maintain limits no less than:

(a) Comprehensive General Liability of **$300,000** combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Comprehensive Automobile Liability (owned, non-owned, hired) of **$100,000** combined single limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(3) Other Insurance Provisions:

The policy is to contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverage.

The County, and their officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor and automobiles owned, leased, hired, or borrowed by the Contractor all for purposes of this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to the County, and their officials, employees, agents or volunteers.

(4) Verification of Coverage:

Contractor shall furnish the County with certificates of insurance and endorsements to the policies evidencing coverage required by this clause prior to the start of Work to the satisfaction of the County’s Authorized Representative.

(5) County as Additional Insured and Loss Payee:

The County shall be named as an additional insured on all policies required by this Agreement.

H. Conflicts of Interest

Contractor agrees that it shall not engage in any activity or conduct that would result in a
violation of the Barrow County Code of Ethics.

I. Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all licenses, permits or the like required of the Contractor by any and all national, state, regional, county, local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by Contractor under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of Contractor’s industry.

J. Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

K. Nondiscrimination

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this Section III(K) in every subcontract for services contemplated under this Agreement.

IV. COVENANTS OF THE COUNTY

A. Right of Entry

The County shall provide for right of entry for Contractor in order for Contractor to complete the Work, and only the WORK described in this Agreement. Contractor does not have right of entry for any other reason other than the WORK described in this Agreement.

B. County’s Representative

Mark Whiddon shall be authorized to act on the County’s behalf with respect to the Work as the County’s designated representative.

V. TERMINATION

A. The County shall have the right to terminate this Agreement for convenience by providing written notice thereof at least five (5) calendar days in advance of the termination date. The Contractor shall have no right to terminate this Agreement prior to completion of the Work.

B. Upon termination, the Contractor shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly remove Contractor’s equipment
used in performing this Agreement.

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

VI. NO PERSONAL LIABILITY

No member, official or employee of the County shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement.

VII. ENTIRE AGREEMENT

This Agreement constitutes the complete agreement among the Parties and supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of all Parties with appropriate authorization.

VIII. SUCCESSORS AND ASSIGNS

Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

IX. APPLICABLE LAW

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

X. CAPTIONS AND SEVERABILITY

The caption or head note on articles or sections of this Agreement are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement nor in any way affect this Agreement. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed and the remainder of this Agreement shall remain in full force and effect to the extent possible.

XI. NOTICES

A. Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the Work shall be exchanged between Mark Whiddon for the County and _________________ for the Contractor.
B. **Official Notices**

All other notices, writings or correspondence as required by this Agreement shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Parties at the addresses given below, unless a substitute address shall first be furnished to the other Parties by written notice in accordance herewith:

**NOTICE TO THE COUNTY** shall be sent to:

County Manager  
Barrow County Board of Commissioners  
30 North Broad Street  
Winder, Georgia 30680

**NOTICE TO THE CONTRACTOR** shall be sent to:

_________________________________  
_________________________________  
_________________________________  
Phone: __________________________

**XII. WAIVER OF AGREEMENT**

The County’s failure to enforce any provision of this Agreement or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

**XIII. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be construed to be a waiver of the County’s sovereign immunity or any individual’s qualified good faith or official immunities.

**XIV. FORCE MAJEURE**

Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond their respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (f) delay or failure to act by any governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts and all other obligations shall remain intact.
XV. NO THIRD PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

IN WITNESS WHEREOF the County and the Contractor have executed this Agreement effective as of the date the Chairman executes this Agreement.

CONTRACTOR:

___________________________________
By: _____________________________
Its: _____________________________

[CORPORATE SEAL]

ATTEST:

By: ______________________________
Printed Name: _____________________
Title: _____________________________

BARROW COUNTY, GEORGIA

By: ______________________________
Patt Graham, Chairman

[SEAL]

ATTEST:

By: ______________________________
Danielle Austin, Clerk