

Release of Liability for Access to Property for Pre-Bid Inspection

WHEREAS, the Georgia Department of Transportation (“GDOT”) in coordination with the Joint Development Authority of Jasper County, Morgan County, Newton County and Walton County (the “Authority”) advertised for bids to construct a road for the Rivian project on property currently owned or controlled by contract by the Authority; and

WHEREAS, the Firm intends to submit a bid; and

WHEREAS, the Firm desires to access the property proposed for construction of the road prior to submitting a bid.

Now therefore, the Firm agrees as follows:

1. The Firm will provide a detailed description of the testing/inspections it desires to conduct and a map showing the parcels and specific areas they desire to access to the Authority a minimum of 48-hours prior to the time of desired access. The Authority will determine which areas are acceptable in its sole discretion.
2. Once access is approved by the Authority, no less than 12-hours before accessing the property, a representative from the Firm must notify Jason Chambless of its intent to be on the property by telephone or email.
3. Firms may not access the property from 8pm to 6am.
4. Firm must provide a 24-hour contact number for the field supervisor intending to be onsite.
5. This Agreement shall terminate at the time that the bids are due.
6. Firms may conduct very minimal clearing (no grubbing) as needed to allow a minimally sufficient path for a drill rig to access the Property to conduct limited soil investigations.
7. Firms must keep all access roads free of debris or mud resulting from their entry activities.
8. Firms may not enter or disturb any structures on the property.
9. Activities conducted on the site are at the Firm’s sole cost and expense.
10. Firm, its agents, employees and representatives enter the site at their own risk.
11. Firm shall protect, defend, indemnify, and hold harmless the Authority, GDOT, their agents, officers, employees and representatives from any and all claims, liabilities, damages and expenses, including reasonable attorneys’ fees, from any actual damage to persons or property or any violation of law or otherwise arising from Firm’s or Firm's employees', agents' or consultants' entry upon the Property. If Firm does conduct minor soil disturbing activities, Firm shall reasonably restore the Property to substantially the

condition in which it existed prior to such entry or testing except the areas of minimal clearing may remain cleared.

12. Firm shall provide the Authority proof of bodily and property damage liability insurance with a minimum amount of coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate prior to accessing the site.
13. This right of access is nonexclusive and will be offered to all Firms intending to bid on the project. Firms shall not block or hinder access by others including other firms bidding on the project.

Firm Name: _____

By: _____
Title: _____
Phone Number: _____

24-hour field supervisor contact:

Name: _____
Title: _____
Phone Number: _____