

19.2 This Agreement shall be governed by the laws of the State of Georgia.

19.3 Construction Manager and Owner shall each designate in writing a representative who shall have full authority to act (other than for the receipt of notices which must be given as specified in Paragraph 19.9) in matters relating to this Agreement until Notice is given that such authority has been revoked. Construction Manager and Owner may each rely upon the written certification of the other as to the appointment of a designated representative or the revocation of such representative's authority.

19.4 This Agreement constitutes the entire and integrated agreement and understanding between the parties hereto with respect to the subject matter hereof, and, except as set forth herein, there are no other promises, understandings, agreements, representations or warranties, oral or written, expressed or implied between them. Except as otherwise expressly provided herein, this Agreement may not be changed, modified or terminated, in whole or in part, nor may any provision be waived, except by an instrument in writing signed by the party against whose interest the change, modification, termination or waiver is asserted.

19.5 The captions throughout this Agreement and the Table of Contents are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Agreement, nor in any way affect this Agreement.

19.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

19.7 Except as otherwise provided herein, each right and remedy provided for in this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement as now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise of any one or more of the rights or remedies provided for in this Agreement as now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise of any or all other rights or remedies provided for in this Agreement as now or hereafter existing at law or in equity or by statute or otherwise.

19.8 Time is of the essence with respect to Construction Manager's and Owner's obligations under this Agreement.

19.9 Any Notice under this Agreement shall be: (i) in writing; (ii) signed by an officer or duly authorized representative of the party making same; (iii) shall be delivered personally, sent by overnight courier service, or sent by certified or registered mail, postage prepaid, return receipt requested; (iv) shall be effective as of the date on which it is received or would have been received but for the refusal of the addressee to accept delivery; and (v) shall be addressed as follows:

OWNER: Board of Commissioners of Lowndes County
327 N. Ashley Street
Valdosta, GA 31601
Attention: County Manager

With a copy to: Walter G. Elliot
(which shall be for Elliott Blackburn PC
information only, 3016 N. Patterson St.
and shall not Valdosta GA 31602
constitute Notice)