

**SUPPLEMENTAL INFORMATION**  
**ADDENDUM NO. 1**

PROJECT: RFP No. 17-009 - On-Call Surveying Services

CONTACT: Fiona Charleton, Purchasing Agent  
912-754-2159 [fcharleton@effinghamcounty.org](mailto:fcharleton@effinghamcounty.org)

DATE ISSUED: November 16, 2016

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RFP No. 17-009 dated October 28, 2016 is hereby amended as noted herein : BIDDER TO ACKNOWLEDGE RECEIPT OF ADDENDUM BY SIGNING ON THE SIGNATURE LINE BELOW AND INCLUDING A COPY WITH SUBMITTED BID. FAILURE TO DO SO MAY, AT THE OWNER'S DISCRETION, SUBJECT THE BIDDER TO DISQUALIFICATION

- 1) QUESTION: Can the County provide us with a sample contract to review?

ANSWER: Yes – Please see attached.

- 2) QUESTION: Will the indemnification requirements provided in 2.16 be revised to conform to Georgia HB 943?

ANSWER: Yes. Please strike through 2.16 as below

**INDEMNIFICATION:**

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, losses, expenses, claims, suits, liens, and judgments, from acts caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the indemnitor or other persons employed or utilized by the indemnitor in the performance of this contract. ~~of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.~~ The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

- 3) QUESTION: Since this RFP is for professional services, rather than the purchase of goods, will 2.19 B be revised or deleted, as inapplicable?

ANSWER: Yes. Please strike through 2.19 B as below:

**2.19 PAYMENT TO CONSULTANT:**

A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.

~~B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.~~

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Addendum No. 1  
RFP No. 17-009 - On Call Surveying Services  
Contract – 17-009 – On Call Surveying Services

Services Contract

Between

Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329.

and

**COMPANY NAME**  
**ADDRESS**  
**ADDRESS**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" and/or "COUNTY" and **COMPANY NAME** hereinafter called the "CONTRACTOR".

**WITNESSETH**

WHEREAS, the BOARD desires to engage a qualified surveying company as specified in **RFP No. 17-009 – On Call Surveying Services** and

WHEREAS, the CONTRACTOR has represented to the BOARD that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR as follows:

**ARTICLE I**  
**TERMS AND CONDITIONS OF THIS CONTRACT**

**SECTION I-1 TERMS OF SERVICE.**

The scope of services and the terms and conditions of performance shall be as specified in this document and in **RFP No. 17-009 – On Call Surveying Services** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

**SECTION I.2 CONTRACT.**

This contract will commence on **DATE** and terminate on **DATE**, with automatic renewal options for three (3) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Vendor.

- A. Unless otherwise directed by the Effingham County Board of Commissioners.
- B. Unless budgeted funds are not appropriated.

**SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.**

The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

**SECTION I-4 PERSONNEL AND EQUIPMENT.**

The CONTRACTOR represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**SECTION I-5 CHANGES TO THIS CONTRACT.**

The COUNTY may, at any time, request changes in the Scope of Services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the CONTRACTOR'S compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this Contract.

**SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.**

COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.

**SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.**

COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.**

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

**SECTION I-9 INDEMNIFICATION.**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless COUNTY and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of CONTRACTOR, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in Article II or by the scope and amount of insurance maintained by the CONTRACTOR.

**SECTION I-10 COVENANT AGAINST CONTINGENT FEES.**

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants that it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION I-11 PROHIBITED INTERESTS.**

A. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**SECTION I-12 AUDITS AND INSPECTIONS.**

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

**SECTION I-13 INDEPENDENT CONTRACTOR.**

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

**SECTION I-14 NOTICES.**

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to **CONTACT PERSON, COMPANY NAME AND ADDRESS.**

**SECTION I-15 COMPLIANCE WITH LAWS.**

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including but not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

**SECTION I-16 ASSIGNABILITY.**

The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the COUNTY.

**SECTION I-17 GOVERNING LAW.**

This Agreement shall be governed by the laws of Georgia, with venue in Effingham County.

**ARTICLE II  
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

**SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.**

The COUNTY shall pay the CONTRACTOR for his services as follows:

**INSERT SCHEDULE OF HOURLY RATES AND ANY ADDITIONAL FEES FROM THE WINNING PROPOSAL**

These rates and fees shall remain in effect until **DATE**, without exception.

All invoices shall contain the following :

Date services performed

Detailed account of services performed

Location of services performed

Name of employee providing said services

Name of County employee requesting said services

No work shall take place without advanced written approval of the County's engineering department. If the contractor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

**SECTION II-2. PAYMENT OF TAXES AND FEES.**

The CONTRACTOR shall pay the cost of any permit, fees or licenses required.

**SECTION 11-3. QUANTITIES GUARANTEED.**

The CONTRACTOR represents, understands and agrees that this is an "ON CALL" contract, to guarantee pricing for services contained herein.

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Contract – 17-009 – On Call Surveying Services

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

**COMPANY NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness - Signature

\_\_\_\_\_  
Witness - Title

EFFINGHAM COUNTY, GEORGIA

\_\_\_\_\_  
WENDALL KESSLER, CHAIRMAN  
EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS.

Attest:

\_\_\_\_\_  
Stephanie Johnson, County Clerk

**CONTRACT NO. 17-009**

COMMISSION APPROVAL DATE:

\_\_\_\_\_

Addendum No.1  
RFP No. 17-009 - On-Call Surveying Services

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All other terms and conditions in RFP 17-009 remain unchanged.

Effingham County reserves the right to reject any and all proposals, to waive any technicalities or irregularities and to award the offer based upon the most responsive, responsible submission.

Please sign receipt of this Addendum No. 1 below:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**END OF ADDENDUM NO. 1**