



DAWSON COUNTY GOVERNMENT

REQUEST FOR PROPOSALS FOR DEBRIS MONITORING SERVICES

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

OCTOBER 30, 2019, AT 10:30AM, EST

**DAWSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
25 JUSTICE WAY, SUITE 2223
DAWSONVILLE, GA 30534**

RFP #356-19

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFP ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: OCTOBER 7, 2019

DAWSON COUNTY BOARD OF COMMISSIONERS

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DAWSON COUNTY, GEORGIA
Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, Georgia 30534
Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org

DEBRIS MONITORING SERVICES

INVITATION

This is an invitation to submit a proposal to Dawson County from qualified firms for on-call debris monitoring services indicated herein. Details are listed under Section II. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.vendorregistry.com/Bids>. Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Vendor Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than 10:30 a.m., October 30, 2019. The anticipated award date is December 19, 2019.

There will not be a pre-proposal meeting for this RFP. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than October 21, 2019, at 1:00 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than October 25, 2019, at 1:00 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,
Melissa Hawk
Purchasing Manager

DAWSON COUNTY, GEORGIA

REQUEST FOR PROPOSALS FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO PROPOSERS

1. BID SUBMISSION

The Proposers shall package and seal its submittal so that they will not be damaged in mailing. Technical and Cost/Fee Proposals are to be packaged and sealed **separately**.

One (1) original and three (3) copies of the technical proposal and one (1) original price proposal must be received by, **OCTOBER 30, 2019, at 10:30am, eastern standard time**. The price proposal must be submitted in a **separate** sealed envelope stating on the outside, "Price Proposal, the proposer's name, address, the solicitation number and name". If the price is referenced in the technical proposal, the submission shall be disqualified and will not be evaluated. The proposer's name, address and the solicitation number **#356-19 Debris Removal and Disposal Services** is to be written on the outside of the complete submittal (price and technical) and must be delivered to:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Hand Delivery

Hand delivered copies may be brought to the above address between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding Holidays. For a complete listing of Holidays, please visit www.dawsoncounty.org. If a sealed bid is delivered after 10:25 a.m., on the day of the opening, deliver the package to the Purchasing Manager, in the County Administration Training Room, Suite #2204. No submission will be accepted after 10:30 a.m., October 30, 2019, at which time all company names of offers received will be publicly read aloud.

GPS Location

Some GPS systems cannot locate the above-named address. Proposers may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road

to Justice Way. Parking for the Government Center is available off of Justice Way. Proposers should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 34°25'23.08N 84°07'12.05

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: *Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

Submission by US Mail must be sent to the below address:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the proposer.

2. CONTACT PERSON

Proposers are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org** to clarify any part of the RFP requirements. All questions that arise prior to the DEADLINE FOR QUESTIONS due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this RFP and also may result in the disqualification of the proposer's submittal.

Proposers may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any proposer violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any

addenda issued, the last addendum issued will prevail. Proposers are advised to check the website for addenda before submitting their proposals.

Proposers must acknowledge any issued addenda by including the Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

4. **LATE SUBMITTAL AND LATE MODIFICATIONS**

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. **REJECTION OF PROPOSALS/CANCELLATION**

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this RFP at any time.

6. **MINIMUM RFP ACCEPTANCE PERIOD**

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for receipt of submittals.

7. **NON-COLLUSION AFFIDAVIT**

By submitting a response to this RFP, the proposer represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the proposer has not in any manner sought by collusion to secure to that proposer any advantage over any other proposer.

By submitting a proposal, the proposer represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. **COST INCURRED BY PROPOSERS**

All expenses involved with the preparation and submission of the RFP to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the proposer(s).

9. RFP OPENING

Only the names of the firms responding to this RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate qualifications. A list of names of firms responding to the RFP may be obtained from the county's website www.dawsoncounty.org, after the RFP due date and time stated herein. A copy of the final evaluation tabulation to the RFP will be posted to the website after the RFP has been awarded, along with the awarded Proposer name and date of award.

10. OPEN RECORDS

Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Proposers are reminded that documents and information in the possession of Dawson County will be treated as confidential/proprietary information only to the extent permitted by the Georgia Open Records Act, and will be exempt from disclosure to a third party only to the extent permitted by the Georgia Open Records Act. Should you believe that your Proposal contains any trade secrets you must submit an affidavit, along with the proposal, that states that specific portions of the proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the proposal containing any trade secrets. Accordingly, proprietary information and/or data cannot be withheld from public inspection.

11. TAXES

Dawson County Government is tax exempt. No sales tax will be charged on any products or services. Dawson County cannot exempt any other person/proposer from applicable sales taxes that may be required of them in relations to this project. Selected proposer will be provided with Dawson County's Sales and Use Tax Certificate of Exemption number upon request.

12. PROPOSER INFORMATION

All submissions shall include a completed proposer information form, current copy of business license and current W-9. Failure to provide this information could result in the disqualification of the proposer from submitting a proposal.

13. INSURANCE

Selected proposer will be required to provide Dawson County with a Certificate of Insurance for liability and workman's compensation insurance before work can begin on this County project and be effective for the duration of the work as described in the Contract Documents, including authorized change orders, plus any period of guarantee as required in the general warranty.

General liability insurance should be at least one million dollars (\$1,000,000) combined single limit per occurrence. Automobile insurance should be at least five hundred thousand dollars (\$500,000) combined single limit per accident for bodily injury or property damage; Workman's Compensation insurance should be as required by the State of Georgia; and Professional Liability insurance should be at least one million dollars (\$1,000,000).

The insurance certificate **must name** Dawson County Government as an **additional insured** for the contracted project.

14. BONDS

If required, under SECTION II – SCOPE OF WORK of this document any combination of the following bonds may be requested by Dawson County. A five percent (5%) bid bond, a one hundred percent (100%) payment bond, and a one hundred percent (100%) performance bond. All bonds would be payable to Dawson County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating.

15. ANTI-DISCRIMINATION

Dawson County, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit proposals in response to this Request for Proposal and will not be discriminated against on the grounds of race, color, national origin, sex, handicap/disability in consideration of an award.

By submitting their proposals, all proposals certify to Dawson County that they will conform to the provisions of the Federal Civil Rights Act of 1964.

In every contract of over \$10,000 the provisions in Sections 1 and 2 below apply:

1. During the performance of this contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places,

- available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Consultant will include the provisions of Section 1 above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each Sub-contractor or proposer.

Proposers may request this Request for Proposal in another language by contacting Purchasing Manager Melissa Hawk at p) 706-344-3501, f) 706-531-2728 or via email at mhawk@dawsoncounty.org. All bid submissions must be returned in English.

16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Proposers submitting a Qualification package in response to this RFP must provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided for completion.

- A. A statement that indicates the Consultant will conduct itself in compliance with O.C.G.A. §13-10-91 and Rule 300-10-.02 in the execution of the contract.
- B. By completing the affidavit that is provided with this solicitation, the proposer is attesting to the following:
 - a. The affiant has registered with and is authorized to use the federal work authorization program;
 - b. The user identification number and date of authorization for the affiant;
 - c. The affiant is using and will continue to use the federal work authorization program throughout the contract period;
 - d. Any employee, or Sub-contractors, of such Consultant or Sub-contractor shall also be required to satisfy the requirements set forth in this paragraph; and
 - e. Upon contracting with a new Sub-contractor, a Consultant or Sub-contractor shall notify Dawson County and shall deliver a completed Sub-contractor Affidavit to Dawson County within five (5) working days of entering into a contract or agreement of hire with the Sub-contractor before the new Sub-contractor begins any work.

- C. Failure to provide the completed and notarized affidavit with the Consultant's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

It is the intent of the County that this invitation will result in the selection of an experienced, professional firm to provide debris monitoring services. No emergency debris removal or disposal services will be required within the scope of work within this RFP. The county will not entertain any technical response for these services within the submission for this RFP.

The county currently holds two (2) removal and disposal contracts with Ceres Environmental and Crowder Gulf. These contracts will expire on December 31, 2019; therefore, the County has released an RFP for these services with an effective date of January 1, 2020.

B. CONTRACT PERIOD

The term of a contract awarded as a result of this Invitation for Bid shall be effective from date of award through December 31, 2020. The contract shall have the option for four (4) additional one (1) year renewal terms.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice. Dawson County does not guarantee a minimum/maximum value for this contract.

The pricing received shall remain in force during the contract period. Any price increases must be submitted to the Dawson County Purchasing Department no later than ninety (90) days prior to a renewal term for consideration.

Dawson County will not incur any costs as a result of this RFP or a contract.

C. BACKGROUND

The Dawson County sits in northeast Georgia and covers 214 square miles and 49 linear miles of lake shore. The 2010 census reported 22,330 residents live within Dawson

County. Separated by four (4) voting and school districts Dawson County's population is centralized near the GA Hwy 400 corridor and thins out from the area. Dawson Forest has approximately 10,800 acres of undisturbed woodland towards to west and northwest borders maintained by the Wildlife Management Agency (WMA).

It is the desire of Dawson County to enter into a pre-event contract, which would result in no immediate cost the County, with a firm to provide debris monitoring services for the County to aide in recovery from a natural or man-made disaster or event. The selected Contractors shall be the Prime Contractors for all services outlined in this request for proposal. Should the County be eligible for Federal Assistance, successful proposer agrees to comply with FEMA requirements pertaining to 2 C.F.R. § 200 and any regulations in place at the time of the event.

It is further understood that, except as otherwise specifically stated that the Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified.

Any and all services provided by the Contractor and labor, materials, and equipment used by the Contractor shall comply fully with all federal, state and local laws, regulations, and guidance.

The County Debris Monitoring Consultant and County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Director is crucial to the success of the recovery operation.

D. SCOPE OF WORK

Contractor Responsibilities:

The County requires the services of a debris monitoring contractor to support the oversight, management, and technical assistance for the monitoring of debris removal and recovery contractors in accordance with Federal Emergency Management Agency ("FEMA") guidelines, policies, and procedures. The Contractor(s) shall provide field monitors at designated locations to ensure that only eligible debris is being removed and to check and verify information on debris removal and at the Debris Management Site (DMS) and the Temporary Debris Storage and Reduction Sites (TDSRS) designated by the County.

The selected Proposer(s) will provide a range of related services to include, but not limited, to:

- a. Monitoring and recording the volumetric measurement (cubic yards or gross empty weight) of each truck that is added into service.
- b. Monitor multiple truck pickups, issue load tickets, record load site information, delineate FEMA designations and document contractor actions in cases of damaged property or other field oversight functions. This should include the use of pictures, GPS coordinates and mapping.
- c. Stopping work in progress that is not being performed or documented in the appropriate manner.
- d. Provide DMS and TDSR site monitoring at various locations, including sites that handle material from multiple locations and different contractors.
- e. Provide Public Drop-off Site monitoring if the County opens such sites.
- f. Provide technical advice to the County and support debris management operations.
- g. Review and validate debris removal contractor's invoices prior to submission to the County for processing.
- h. Assist in facilitating communication with GEMA, FEMA and other federal and state entities.
- i. Assist the County and its debris management contractor(s) in completing any and all forms necessary for reimbursement of fees and costs from state and federal agencies, relating to eligible costs arising out of the disaster recovery effort.
- j. The Contractor may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters.
- k. Communication with FEMA, GEMA and other state and federal agencies, coordination with state insurance representatives, pre-event planning, post-event reconstruction, grant funding and reimbursement services as necessary.
- l. Any other monitoring services and activities necessary for the successful invoice filing by the County for GEMA and/or FEMA reimbursement.
- m. Prepare a Debris Monitoring and Reporting Plan that sets forth how the debris management and reporting efforts will be conducted and will address the coordination of the County with the contractor debris removal and disposal efforts.
- n. Selected firm will be responsible for working as a team with governmental agencies such as FEMA, GEMA and any others as required.

Contractor Operational Requirements and Responsibilities

The response of the successful monitoring professional(s) to the disaster recovery process must be immediate, rapid, and efficient in accordance to acceptable cost controls, accountability procedures, written reports and submittals as approved from this RFP. This is to assure that the County shall have the means to be reimbursed for all eligible disaster recovery costs from appropriate federal, state and private agencies.

Upon receipt of the notification of need, the contractor will begin coordination with the Debris Manager or other designated person(s). The Contractor's representative shall be physically present at the County's Emergency Operations Center within eight (8) hours

after notification of need. Commencement of work shall begin within twenty-four (24) hours of issuance of Notice to Proceed.

Commencement of operations shall include the provision of qualified, on-site personnel to begin certifying the county-owned trucks, if applicable, and trucks brought in by the debris removal contractor(s) (and subs) and monitor debris receiving operations at DMS and TDSR site(s) located throughout the County. Additional sites may be added as debris removal efforts increase. The Contractor(s) must be prepared to provide monitors and other personnel necessary to complete the debris removal tasks a minimum of twelve to fourteen (12-14) hours per day, seven (7) days per week. The Contractor(s) must be prepared to provide personnel as necessary and needed to monitor and verify eligible debris removal functions.

The Contractor must arrive able to sustain itself and capable of ensuring that staff has vehicles, fuel, telephones, equipment, supplies, documents, meals, lodging, safety gear, cameras, and other incidentals to work up to fourteen hours per day and up to 7 days per week. Contractor must provide all equipment, tools, supplies and training to all personnel that is necessary for them to perform their responsibilities. In addition, where required, staff should be equipped with digital cameras, laptop computers, field communication devices, and GPS units with an accuracy of ten (10) feet. Where possible, the Contractor should maximize the use of individuals residing locally.

Task 1 – General Debris Monitoring and Reporting Services

- a. Contractor shall prepare a Debris Monitoring and Reporting Plan that sets forth how the debris management and reporting efforts will be conducted to properly account for all components of the contracted debris removal and disposal services as well as addresses the coordination of the contracted work efforts with the work efforts of the County performed and/or contractor performed debris removal and/or disposal services. The plan must coincide with the Dawson County Emergency Management Agency Local Emergency Operations Plan.
- b. Contractor shall develop and include as a component of the Debris Monitoring and Reporting Plan any and all necessary forms, documents, reports, maps, logs, tickets, etc. necessary to ensure the successful performance of debris removal and disposal services as well as the successful coordination of the work efforts with the County- performed and/or contractor-performed debris removal and/or disposal services.
- c. Contractor shall be responsible for maintaining the following documentation for debris monitoring reimbursement purposes: Personnel assignments, duties, and responsibilities, timesheets, Debris Monitoring Reports, Debris Total Collection (CY and tonnage), Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Geographic Information System (GIS) planning and progress

- reports, debris progress reports, safety reports, usage reports (for fuel, vehicle mileage, etc.) etc.
- d. Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Project Manager shall remain on the job and available to the County at all times during the operational phases of the contracted debris removal and disposal work effort.
 - e. Contractor shall coordinate daily briefings with key operational staff, county staff and debris management contractor(s) to review, formulate and update debris removal operations and strategies as well as to schedule, manage, and conduct periodic meetings with field staff and debris management contractor. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management contractor(s) and the debris management operation.
 - f. Contractor shall provide a daily report of the debris contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the Debris Monitoring Coordinator or designee.
 - g. Contractor shall coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 - h. Contractor shall conduct debris surveys and perform debris estimation by debris types as required to satisfy FEMA Public Assistance Requirements.
 - i. Contractor shall maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
 - j. Contractor shall track and coordinate responses to problems identified in the field, citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.
 - k. Contractor shall make all reasonable efforts to ensure that the Debris Management Site(s) (DMS) and Temporary Debris Storage and Reduction Site(s) (TDSRS) have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS/TDSRS at the specified time established by the County.
 - l. Contractor shall make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected. Maps shall be posted daily in a central location at the County and updated as necessary each business day illustrating the progress from the previous day's work. Provide quality control training to all field collection and site monitors to ensure accuracy and completion of all load tickets.
 - m. Contractor shall conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations. These inspectors are referred

to as Roving Monitors in the Dawson County Emergency Management Agency Local Emergency Operations Plan.

- n. Contractor shall monitor the debris removal contractor(s) for compliance with their contract with the County as well as to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and applicable Federal, State and Local Regulations.
- o. Contractor shall provide annual training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris removal and disposal contractor(s), County, state and federal agencies. Refresher training will be offered as needed following an event within three (3) months after the close of the event.
- p. Contractor shall set up schedules for monitors each day and coordinate assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hanging limbs, leaning trees, debris types, and other potential problems.
- q. Contractor shall prepare daily and periodic tracking reports to support debris removal operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices. These reports are to be available as required by the County or FEMA.
- r. Contractor shall compile records and assist the County with the preparation of required forms for reimbursement.
- s. An independent temporary field office for the monitoring staff shall be provided by the consultant if directed by the County. The office shall include, but not be limited to, a telephone, computer, copier and fax.
- t. Contractor should be capable of providing a 1-800 service number to respond and report on resident inquiries during the performance of debris removal and disposal activities.
- u. Contractor shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements and any other federal, state or local regulations that pertains to debris recovery operations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the Debris Monitoring Coordinator and County staff immediately as changes occur.
- v. Contractor shall assist in ensuring that processing of federal and state funding is done as quickly as possible, by verifying the following information is accurate and promptly provided:
 - i. Review of debris contractor(s) invoices
 - ii. Monitoring information
 - iii. Project status
 - iv. Reports

- v. Completed load tickets
- vi. Contractor(s) payroll
- vii. Review of debris contractor(s) equipment hours of operation
- viii. Vehicle certifications
- ix. Start and end dates of the first debris removal pass and all subsequent passes

Task 2 – Collection Monitoring

- a. The Contractor shall provide fully trained collection and roving monitors to assure proper and compliant documentation protocols are instituted and followed.
- b. The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. This team will monitor the debris contractor for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. The Contractor should also provide roving monitors to make unannounced visits to all loading and disposal sites within their assigned zones. All field team members shall be equipped with state-of-the-art technology, which may include cameras, computers, communication devices, GPS handhelds, and other equipment as deemed necessary and/or appropriate.
- c. The Contractor shall to the best of his or her knowledge initiate load tickets at the collection location for eligible loads only. The field collection and DMS/TDSRS monitors will make all reasonable efforts to assure the load ticket is completed accurately for eligible loads of disaster debris and that the load ticket is valid.
- d. The Contractor will establish a Quality Control Program to review all paper load tickets for completeness, accuracy and eligibility. If necessary, the Contractor and the County will review certain load tickets to determine eligibility and validity. Additional examples of collection monitoring quality control tasks include, but are not limited to, the following:
 - i. Verifying that all debris picked up is a direct result of the disaster.
 - ii. Accurately recording the addresses, streets and locations where debris was collected
 - iii. Verifying that the debris collection contractor(s) are working in their assigned collection areas and roads.
 - iv. Immediately stopping work in progress if improper monitoring documentation or work is not being performed in the approved manner. The Contractor shall immediately notify the debris monitoring coordinator and the County to review the matter and provide final resolution.

- v. Property and promptly reporting for immediate resolution any poor collection service and ineligible material attempting to be collected by the debris removal contractor(s).
- vi. Inspecting work in progress to monitor that removal efforts include debris of the property type in the proper areas.
- vii. Promptly reporting incomplete partial removal from individual piles as the debris removal contractor receives them to prevent “cherry picking”.
- viii. Maintaining and cataloging/indexing any photo documentation of recovery work on a daily basis.
- ix. Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- x. Meeting any and all FEMA Public Assistance Program related requirements.

Task 3 – Debris Load Ticket Process

- a. Contractor may use an electronic debris management system and create debris load tickets electronically, limiting the need for hand written and scanned paper tickets. The system features should include at a minimum:
 - i. Paperless electronic (handheld device) data collection.
 - ii. Secure database for County and Contractor use. Contractor should be internet accessible (via role-based security) to debris contractor(s), subcontractor(s), County, state and any other public entities on a need-to-know basis.
 - iii. Minimal manual entry of traditional debris paper load ticket data fields.
 - iv. Automation of debris pickup location through use of GPS/GIS technologies.
 - v. Evaluation of daily event status using web-based reporting and GIS tools.
 - vi. Coordination of debris contractor(s) invoices, FEMA documentation and applicant payment process enabled through an integrated database management system.
- b. If the EDMS is used, the Contractor should be prepared to supplement the EDMS with an organized process that assures complete and accurate data is being recorded on an approved paper debris load ticket. Paper load tickets shall consist of multi-copy pages. The Contractor shall retain original completed tickets on behalf of the County and copies provided to the debris removal Contractor, vehicle driver, etc., as appropriate. Tickets shall be filed in ticket number order and scanned, if possible. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged/indexed with accompanying photos. Original tickets retained by the Contractor on behalf of the County shall be cataloged / indexed with any accompanying photos. The

hardcopy and electronic versions of the tickets shall be turned over to the County upon completion of the project. Paper load tickets will include the following minimum information:

- i. Date
- ii. Loading Site Departure Time
- iii. Disposal Site Arrival Time
- iv. Complete street address of closest property (include latitude and longitude)
- v. Type of debris
- vi. Vehicle certification number
- vii. Vehicle measured cubic yard capacity
- viii. Percent of volume (PV)
- ix. Driver name (printed)
- x. Field monitor's name (printed) and signature
- xi. Name of sub-contractor(s), if any
- xii. DMS/TDSRS monitor's name (printed) and signature

Task 4 – Debris Management Site(s) (DMS) Monitoring

- a. Contractor shall be capable of conducting pre- and post-use environmental monitoring of the DMS/TDSRS locations to detect environmental contamination either present before use or after closeout of DMS/TDSRS operations, if requested by the County.
- b. Contractor shall assure that DMS/TDSRS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- c. Contractor shall provide DMS/TDSRS monitors to observe debris unloading operations at the County's designated DMS/TDSRS(s). A minimum of two DMS/TDSRS monitors are required per debris site. These staff members, in conjunction with the Debris Monitoring Coordinator and the debris contractor(s), shall coordinate the logistics of the DMS/TDSRS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).
- d. Contractor shall observe vehicles entering and exiting the DMS/TDSRS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, covered loads, etc.). Additionally, the DMS/TDSRS monitor shall calibrate their debris vehicle load determinations with the FEMA monitors. DMS/TDSRS monitors are expected to provide volume determination consistent with FEMA.
- e. Contractor shall conduct field quality inspections to check and verify information on debris removal and at DMS/TDSRS located throughout the County.
- f. Contractor shall conduct other DMS/TDSRS monitoring tasks such as:

- i. Coordinating with local, state and federal agencies as needed for DMS/TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
- ii. Providing preliminary assessment and documentation of DMS/TDSRS and assist in return of site to original conditions.
- iii. Providing personnel to supervise the operation of DMS/TDSRS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- iv. Measure all debris removal contractor and county collection equipment and properly complete a truck certification form. Upon county's request, measure other governmental agency partner's collection equipment and properly complete a truck certification form.
- v. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left the DMS/TDSRS and locking down the facilities.

Task 5 – Debris Vehicle Certification

- a. Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the County and provided to the County upon their request or project completion. Additional copies should be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS/TDSRS to assure that no vehicle modifications have been made and to confirm data accuracy.
- b. Contractor's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the Debris Monitoring Coordinator or designee.
- c. Contractor shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Contractor shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:
 - i. Vehicle make, model
 - ii. Length
 - iii. Width
 - iv. Height
 - v. Gross volume in cubic yards
 - vi. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - vii. Net volume in cubic yards

- viii. Tag number of vehicle
- ix. VIN number of vehicle
 - x. Vehicle Type (dump truck, rollback)
- xi. Driver of vehicle name (printed) and signature
- xii. Subcontractor representative's name (printed) and signature
- xiii. Certification monitor's name (printed) and signature
- xiv. Date
- xv. Vehicle certification number

Task 6 – Public Information Assistance

- a. Contractor shall provide regular status updates to the Debris Monitoring Coordinator and the County Public Information Specialist for public information use.
- b. Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the Debris Monitoring Coordinator to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the Debris Monitoring Coordinator. Property damage complaints must be tracked. A geodatabase shall be provided to the County with weekly updates. Upon request of the County, the Contractor may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.
- c. Contractor shall provide the Debris Monitoring Coordinator and the debris contractor(s) with daily Disaster Debris Status Reports. This reporting is due no later than 12:00 noon the following business day or as requested by the County. Each report should contain the following:
 - i. Overview of daily activities including status of damage complaints
 - ii. Cumulative debris tally by debris site
 - iii. Cumulative debris tally by day
 - iv. Summary of monthly debris remove efforts (cumulative and by debris site)
 - v. Summary of mulch removal efforts (cumulative and by debris site)
 - vi. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
 - vii. Stump volume by site
 - viii. Debris site status
 - ix. Labor force report
 - x. Debris site processing equipment summary
- d. Contractor should track collection status via GIS. A geodatabase should be provided to the County with weekly updates. The geodatabase should show areas currently being collected, debris pass number, as well as areas to be collected for the upcoming week and the debris contractor who completed the pass. The personal geodatabase is due to the County by noon (12:00 P.M.) every Monday.

Maps, if requested, should be provided in various sizes and quantities as determined by the Debris Monitoring Coordinator.

Task 7 – Database Reporting

- a. Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including any scanned paper load ticket images and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements, and subsequent audits.
- b. Contractor shall create a database to include all information on debris removal and disposal including but not limited to:
 - i. Complete load ticket information
 - ii. Vehicle certification information
 - iii. Stump removal information
 - iv. Hanger removal data
 - v. Leaner removal information
- c. Any electronic reporting from this database must be provided in a format to be specified by the county, based on commonly available software. The database created by the Contractor shall assure the County can navigate, perform searches and produce reports from the final database.

Task 8 – Payment Monitoring and Reconciliation Process

- a. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County, debris contractor(s) and FEMA representatives.
- b. Contractor shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the County for processing. The invoices shall be reviewed by the Contractor to be accepted or rejected in a timely manner. All invoices from the debris contractor(s) shall be directed to the Contractor. The Contractor shall issue, in writing to the County and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are accurate and complete will be forwarded to the Debris Monitoring Coordinator for payment.
- c. Contractor shall assist the County in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by GEMA, FEMA, FHWA (Federal Highway Administration) and other applicable state and federal agencies by County staff and designated debris removal and disposal Contractor(s).

Contractor Deliverables:

Based on the results of the scope of services, the following deliverables are required.

Task 1 – General Debris Monitoring and Reporting Services

- a. Prepare and submit a detailed Debris Monitoring and Reporting Plan as described in the Statement of Work, Task 1.
- b. Provide a Project Manager as described in the Scope of Work, Task 1.
- c. Facilitate daily meetings, prepare and provide a report as described in the Scope of Work, Task 1.
- d. Prepare and provide annual training to all pertinent County staff as described in the Scope of Work, Task 1.
- e. Prepare and provide all records needed by FEMA for reimbursement to the County. Provide assistance to pertinent County staff with preparation of all FEMA required forms necessary for reimbursement to the County.

Task 2 – Collection Monitoring

- a. Prepare and provide a Quality Control Program Manual to pertinent County employees as described in the Scope of Work, Task 2.

Task 3 – Debris Load Ticket Process

- a. Provide all items needed to deliver an electronic debris management system to the County as described in the Statement of Work, Task 3.
- b. Provide all multi-copy, paper tickets which will be turned over to the County, along with any and all electronic tickets, at the end of the project as described in Statement of Work, Task 3.

Task 4 – Debris Management Site(s) (DMS) Monitoring

- a. Provide all professionally trained staff to perform the DMS/TDSRS monitoring as described in the Scope of Work, Task 4.

Task 5 – Debris Vehicle Certification

- a. Prepare and submit an original certification and photograph on each vehicle as described in Scope of Work, Task 5 which will be turned over to the County at the end of the project.
- b. Provide a copy of the above to the debris removal contractor and the vehicle driver as described in the Scope of Work, Task 5.

Task 6 – Public Information Assistance

- a. Prepare and provide daily Disaster Debris Status Reports and weekly Geodatabase reports to the County Debris Monitoring Coordinator and debris contractor(s) as described in the Statement of Work, Task 6.

Task 7 – Database Reporting

- a. Create and provide a reporting database to the County Debris Monitoring Coordinator as described in the Statement of Work, Task 7.

Task 8 – Payment Monitoring and Reconciliation Process

- a. Conduct a meeting with pertinent County staff, debris contractor(s) and FEMA representatives at the onset of the debris monitoring services as described in the Scope of Work, Task 008 and other sections within this RFP.
- b. Review and process debris removal contractor(s) invoices as described in the Scope of Work, Task 8.

Dawson County Responsibilities:

When a major disaster occurs or is imminent, the County will contact the firm(s) holding Debris Monitoring Contract(s) to advise them of the County's intent to activate the contract(s).

The County will issue the successful proposer a written Notice to Proceed (and when possible, a Purchase Order) for each invocation of a service(s). The County may issue Notice to Proceed twenty-four (24) to forty-eight (48) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. The issuance of the Notice to Proceed will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with County Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.

Notice of Award

The Consultant agrees that in the case of failure on his part to execute the said contract and the bonds within fifteen (15) consecutive calendar days of receipt of a written Notice of Award from the County, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds off the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.

Notice to Proceed

The Consultant shall begin work as agreed upon and specified on the Notice to Proceed from the County and shall meet the agreed upon benchmarks throughout the project.

Weather days

All weather days are to be approved in writing by the Emergency Management Director and/or the County Manager.

Liquidated Damages

There will not be a dollar amount set for liquidated damages for this project.

Invoicing

1. Dawson County is Net 30. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment less than 30 days, however.
2. Proposers shall invoice quarterly, by location, including a detailed list of services provided and only after work has been performed (in arrears).
3. All invoices will be paid in the year in which services are provided.
4. Proposer to provide contact information for dedicated team member to provide billing inquiries. More information is included in the Statement of Qualifications portion of this RFP.
5. Invoices should be sent via mail or email to:

Accounts Payable
25 Justice Way, 2220
Dawsonville, GA 30534
cmcmillon@dawsoncounty.org

Pricing

1. Submissions must use returned on the Proposer's Price Proposal Form as provided within this RFP.
2. If submitting an alternate, use the form provided clearly labeled as alternate. Make additional copies as needed. Failure to comply may result in disqualification.

Administration

The project will be administered by the Dawson County Board of Commissioners with the Emergency Management Director being the main point of contact for all questions related to scope of work issues during the term of the contract. Any contract issues will be directed to the Dawson County Purchasing Manager during the term of the contract.

Permits and Licensing

1. Proof of Licensing: Consultant shall submit proof of professional license, insurance and business license at time of submittal as it relates to the Scope of Work defined herein. The business license will be the current license your business operates, if you are out of county, this will not be a Dawson County business license.
2. The successful proposer must hold a valid Business License at time of proposal and a copy must be filed with the Purchasing Manager at time of proposal. If awarded to an out-of-county proposer, that proposer must register their business license with the Dawson County Planning and Development Department within 10 days of award. Fees may apply and are not a part of this agreement. *Note: Only the successful proposer needs to register with Dawson County Planning and Development Department. As of January 1, 2017, there is no longer a registration fee.*

E. QUALIFICATIONS/RESPONSE FORMAT OUTLINE

This section identifies all information which must be submitted in each proposal.

Tab A - Company Ability, Background and Structure

The Proposer will provide a brief, concise history and description of its company including, but not limited to, the number of years in business, number of employees and number of years of experience working with FEMA and performing debris monitoring services to local/county entities. Include the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

At a minimum the proposal should include the following information:

- Organizational Chart
- Information describing company's technical and construction capabilities
- Training and experience (list all certifications)
- Equipment resources (company versus sub-contractor owned)
- List of sub-contractors
- Capacity and Plan for mobilization
- Local participation in the Contractor's plan (provide a sub-contracting plan)
- Sample of sub-contracting contracts
- Ability to track and record all work for invoices and auditing purposes
- Other unique services your company can provide

Tab B – Company Experience and Past Performance

Proposers must submit at least three (3) references for contracts of a similar size and scope, (if available) including at least two references for current contracts or those awarded during the past five (5) years not including Dawson County references. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Also provide a description of any conflicts occurring over the last five years with these or any other contract for similar work.

The following information for each reference shall be listed:

- Name of government or private entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service
- Range of services

- Past performance on contracts and other accomplishments

The proposal should outline the ability to provide expert guidance with the current Federal, State and Local guidelines and regulations as they relate to disaster generated debris.

This RFP contains a detailed set of specifications for each category of work. The proposal should provide a detailed outline of how work will be accomplished.

The proposal will address how the contractor has previously handled disposal of hazardous materials, construction material and white goods.

The proposal will address how the contractor has previously managed tracking the source location, debris type, source and documentation to debris monitoring coordinator and FEMA.

The proposal will address how the contractor was previously deployed and their response times for deployment. Include the resources used and available for these past recovery projects.

For each of the above items the contractor shall include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts. The contractor should provide information necessary to investigate the work with the public agency.

Tab C - Identification of all Contracted Personnel

The Awarded Proposer's employees shall wear proper identification for all employees working in the County on the contract. At a minimum, photo identification badges will be required for each person along with employee's personal data and the awarded Proposer's name. Such identification must be clearly displayed on the outside clothing of all the awarded Proposer's employees during field work and readily visible at all times when working within Dawson County.

Tab D - Qualifications of Key Team Members

Identify and include qualifications of key staff who would be assigned to work on the scope within this RFP. Include an organizational chart specifically for this project that depicts how the staff would be structured to perform details herein. Proposers must have qualified and trained staff to successfully complete the contract requirements. At a minimum, the organizational chart shall identify the responsibilities, structure, and lines of authority between and among the Proposer, the Consultant and any Sub-contractor entities required to be named. The Proposer shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision.

The information shall be brief and include the following:

- Identification, qualifications and experience of all persons to be assigned to the County project team organization; and the assignments of responsibilities and level of experience by site position
- Identification and qualifications of any key team members and any subcontract consultants, including resumes of individual or the firm, as applicable. Resumes shall include the name and address of the contracting entity that is familiar with the work of each team member.
- The County requires that the assigned lead consultant has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The project lead consultant will be assigned to Dawson County for the duration of the project.
- All personnel assigned to the project will be subject to the approval of the County and will be removed from this project by the Proposer upon written recommendation of the County's contract contact. Additionally, the Proposer shall notify the County's contract contact in writing of all changes in supervision or key personnel. The notice shall include the reason for the change and provide a plan for immediate replacement.
- Attach any applicable licenses the Proposer feels appropriate for this project.

Tab E - Approach to Scope of Work

Referencing the Scope of Work in Section D, provide a detailed approach to fulfill the requirements of this RFP.

The Contractor shall provide their interpretation of what is required to meet the needs of the County. The Contractor will use this document, their knowledge and experience to develop their understanding of this project. The Contractor is urged to develop scenarios or examples to fully explain their position.

At a minimum, proposals must address:

- A description of the individual/firm's organizational approach to the project.
- This portion of the Proposal shall state how the individual/firm proposes to achieve the required outcomes through goals, objectives, policies and programs. It shall also indicate how the final projects will be organized, formatted and presented.
- A description of the individual/firm's understanding of the scope and challenges of the project; The Proposer's approach to selection of materials and systems, including how such selections impact project cost (**but do not include any dollar amounts in this portion**), project delivery dates, and other matters.
- The approach shall also illustrate (through examples of relevant experiences in similar projects) how the individual/firm will successfully maintain an effective line of communication throughout the process.

- Address all tasks in the scope of work, providing detailed information on all work tasks required to complete the project within the performance period. Include a statement of understanding of work involved, particularly regarding the level of effort required for any portion of the Plan and its update.
- Summary description of assurance program.
- Identification of code compliance concerns and plan for interaction with code officials.
- Plan for achieving timely project close out.
- The individual/firm shall submit a detailed bar-chart schedule for completion of the project, the securing of the Dawson County staff's approvals of plans, as well as tracking major activities and milestones including project closeout. The bar chart schedule shall be accompanied by a written narrative indicating the individual/firm's approach and methodology for executing the Project. The narrative shall address topics relevant to the performance and completion of the project that may include, without limitation, the following: identification of schedule concerns and constraints (e.g., permitting issues, labor and material availability, winter weather conditions) and plan for completion of the project in accordance with the County's proposed date for contract completion.

Contractor shall identify qualified local and minority businesses that could work on this potential project. A plan for identifying and use of local and minority subcontractors shall be included in the proposal. Although, Dawson County is an equal opportunity employer, we do not have nor do we maintain a Minority Business Enterprise Directory. Proposers are responsible for supplying in their own words how they would meet these qualifications. For a reference visit the GDOT website to see the DBE/MBE Directory at: <https://www.dot.ga.gov/doingbusiness/dbePrograms/Pages/default.aspx>

The County welcomes innovating suggestions and recommendations from individual/firms that will ensure a successful service approach.

Tab F - References

Proposers must submit at least five (5) references for persons that the individual/firm will assign, to include all sub-contractors, to complete the Scope of Work listed herein. Ideally, references should be government entities but, not required, within Georgia should be included. The following information for each reference shall be listed:

- Name of government or private entity
- Address
- Contact person with title
- Phone number of contact person
- Email (highly recommended and preferred method)
- Dates of service

- Range of services

Tab G - Financial Stability

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- If a public company, include a recap of the most recent audited financial report.
- If a private company, provide a recap of the most recent internal financial statement and a letter, on the financial institution's letterhead, stating financial stability.

Tab H - Business Litigation

Disclose any involvement by the individual/firm or any officer or principle in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition of the case.

Tab I – Monitoring Plan

Provide a monitoring plan for each category of work describing what actions will be taken for a disaster generating debris in the amount shown below. The plan should include items such as; number and locations of TDSR sites, minimum size, type and numbers of hauling equipment, management and supervision staff, and the methodology for scheduling and routing the removal of debris. At a minimum this should include:

- Workforce plan for the project by phases, identifying the trades, types or percentages of work to be performed by the individual/firm's own forces as compared to the trades, types or percentages work to be subcontracted to others.
- Approach to management of Consultant Team to include Sub-contractors and sub-consultants.
- Include discussion of plan for maintaining schedule and providing regular schedule updates.
- Include any pertinent information needed to determine the contractor's experience and ability to perform the anticipated work.
- The contractor shall provide the management processes anticipated to be used. It shall include how the interaction may take place between the County staff, the Debris Management Consultant and the contractor.

The contractor shall supply sufficient documentation that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.

The proposal will address the Contractors ability to mobilize including what is anticipated for a maximum time to mobilize.

The proposal should include construction drawings for temporary inspection towers.

Tab J – Required Solicitation Forms

Proposers are to complete and attach all forms listed on the Proposer’s Checklist and include in Tab J. This direction **excludes** the Price Proposal Form. Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered non-responsive bid.

Tab K - Financial Proposal

Proposers are to use the Proposer’s Price Proposal Form provided within this RFP. All costs to the Dawson County Government must be included on the Price Proposal Form that the individual/firm will incur to complete all tasks associated with the Design-Bid-Build for the additional building for the Senior Services Center. **Price shall not be included in any of the Technical submittal. This will be cause for disqualification and considered a non-responsive bid.**

F. EVALUATION PROCESS

The County has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to assure that each person is provided an equal opportunity to submit a technical proposal and a financial proposal in response to this RFP.

Proposals will be reviewed individually by the Review Committee for quality and completeness. This evaluation process will also serve to determine whether the proposer has met the criteria described in this RFP. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 2** below.

-Evaluation Weight to Follow-

Company Background and Structure	15
Experience and Qualifications of Dedicated Staff	20
Project Understanding/Approach to Scope of Work	20
References	10
Management Plan	15
Price Proposal	20
Local Preference	Not applicable for this RFP Contract.
TOTAL POINTS	100

Chart 2

Presentations

The top-ranking individual/firms *may* be invited to conduct oral interviews. If required, these presentations will be scheduled in advance and limited in time. Presentations will be conducted in Dawson County at a location to be determined. Independent scores compiled, during this phase of the evaluation by the RFP evaluators, will supersede the technical scores previously published for the Proposers selected to make an oral presentation.

Dawson County shall be the sole judge of the provider's ability to meet the requirements set forth. Their decision in determining responsible and responsive provider(s) will be final. Dawson County reserves the right to act in its best interest in this determinations process, to waive all technicalities, and to select the most responsible and responsive provider.

G. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing via email and directed to the Dawson County Purchasing Manager. All answers shall be communicated in the form of an addendum and posted on the County's website under the bid information; all individuals/firms responding to this RFP should check the website before responding to this RFP.
2. All respondents to this RFP shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this RFP. The issuance of this RFP constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this RFP. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any proposer submitting a response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this RFP is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this RFP or otherwise.
3. The RFP is subject to the provisions of the Dawson County Purchasing Policy and any revisions thereto, which are hereby incorporated into this RFP in their entirety except as amended or superseded herein.
4. Failure to submit all the mandatory forms from this RFP package shall be just cause for the rejection of the qualification package. However, Dawson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

5. In case of failure to deliver goods or services in accordance with the contract terms and conditions, Dawson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the Consultant responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies which Dawson County may have.
6. By submitting a proposal, the proposer is certifying that they are not currently debarred from bidding on contracts by any entity of the State of Georgia or the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any entity of the State of Georgia or the Federal Government.
7. Any contract resulting from this RFP shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Consultant shall comply with applicable federal, state, and local laws and regulations.
8. It is understood and agreed between the parties herein that Dawson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

H. BONDS

Bid Bond- **5%**

Payment Bond – **100%**

Performance Bond – **100%**

I. FINAL SELECTION

Following review of all qualified proposals, selection of a suitable proposer, and preliminary contract negotiations, a recommendation will be made to the Dawson County Board of Commissioners by the project representative. Following Commission approval, the County will complete the Contract Documents to the awarded Consultant for execution.

The Dawson County Board of Commissioners reserves the right to accept the response that is determined to be in the best interest of the County. The County reserves the right to reject any and or all proposals.

Every proposer submitting a proposal must complete the forms showing compliance with the **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OCGA §13-10-90**. The forms are provided with this RFP package.

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| 58. Lot Corners | 59. Existing Utilities |
| 60. Equal Employment Opportunity | 61. Material Delivery, Handling and Storage |
| 62. Maintenance During Construction | 63. Emergencies |
| 64. Compensation | 65. Safety and Health Regulations |
| 66. Accidents | 67. Load Limits |
| 68. Sanitary Provisions | 69. Construction Buildings |
| 70. Cleaning Up | 71. Electrical Energy |
| 72. Water Supply | 73. Environmental Impact |
| 74. Progress Payments | 75. Measurement and Payment |
| 76. Use of Completed Portions | 77. Payments Withheld Until Final Acceptance |
| 78. Payments Withheld | 79. Contract Time |
| 80. Omissions | 81. Differing Site Conditions |
| 82. Changes in Work | 83. Force Account and Extra Work |
| 84. Claims for Extra Cost | 85. Correction of Work Before Final Payment |
| 86. Liquidated Damages | 87. Suspension or Abandonment of Work |
| 88. Termination of Contract | 89. Contractor's Right to Stop Work |
| 90. Disputes Resolution | 91. Removal of Equipment |
| 92. Laws of Georgia | 93. Quantity Variance Reserve |

01 - Definitions

Where used in the project manual, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Acceptance

Formal action of the Owner in determining that the PC/construction crew's work has been completed in accordance with the contract and in notifying the Proposer in writing of the acceptability of the work.

Act of God

A cataclysmic phenomenon of nature, such as a hurricane, earthquake, or abnormal flood. Rain, wind, high water, or other natural phenomenon which might reasonably have been anticipated from historical records of the general locality of the work shall not be construed as acts of God.

Addenda

Supplemental written specifications or drawings issued prior to execution of the contract which modify or interpret the project by addition, deletion, clarification or corrections.

Bid

Offer of a bidder submitted on the prescribed form setting forth the price or prices of the work to be performed.

Bidder

Individual, partnership, corporation, or a combination thereof, including joint ventures, offering a bid to perform the work.

Contract

The writings and drawings embodying the legally binding obligations between the Owner and the Proposer for completion of the work; Contract Documents attached to the Contract and made a part thereof as provided herein.

Contract Documents

The Contract, Addenda (which pertain to the Contract Documents), Proposer Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Bonds, these General Conditions, the Special Conditions, the Specifications and Drawings, together with all Written Amendments, Change Orders, Work Change directives, Field Orders, and Drawing submittals.

Contract Drawings

The drawings which show the scope, extent, and character of the work to be furnished and performed by the Prime Construction Contractor and which have been prepared and reviewed by the Engineer/Architect/Owner and are referred to in the Contract Documents.

Contract Price

Amount payable to the Consultant under the terms and conditions of the contract. Based on the price given on the bidding schedule, with adjustments made in accordance with the contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price proposals multiplied by the estimated quantities set forth in the proposal form.

Contract Time

Number of calendar days stated in the contract for the completion of the work or portions thereof.

Contractor/Consultant

The individual, partnership, corporation, or combination thereof, including joint ventures that enter into the contract with the Owner for the performance of the work. The term covers Sub-contractors, equipment and material suppliers, and their employees.

Contractor/Construction Crew/Proposer Plant and Equipment

Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor/Construction Crew to carry out the work, but not to be incorporated in the work. The Owner will make available to the Contractor/Construction Crew/PC, for his plant, equipment and storage, only the area indicated on the Site Plan within the limits of the work. The Contractor/Construction Crew shall confine his operations to his allotted areas to avoid interference with the Building's normal and continued operation. The Proposer and Sub-contractor's personnel shall not be permitted to park their cars on Owner's property except in the area designated for construction. The General Contractor shall see that this restriction is enforced.

Contract Technical Representative

The day-to-day County Representative designated by the Owner.

County
Owner

County Employee

An employee of Dawson County subject to its personnel policies

Contractor

The successful Proposer(s)

Day

Calendar day.

Debris

Scattered items and materials either broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

Debris Management Consultant

A consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals

Debris Management Team

The team staffed by the County, Debris Management Consultant and the Contractor.

Defective

An adjective which when modifying the word "work" refers to work, including but not limited to the furnishing of materials, that is unsatisfactory, faulty, deficient or performed

in a non-workmanlike manner, in that it does not conform to or meet the requirements of the contract, any inspection, reference standard, test or approval referred to in the contract, or has been damaged prior to a recommendation of final payment.

Direct

Action of the Owner by which the Contractor, to include Team, is ordered to perform or refrain from performing work under the contract.

Directive

Written documentation of the actions of the Owner in directing the Consultant and/or Team.

DMS

Debris Management Site.

Equipment

Mechanical, electrical, instrumentation, or other device with one or more moving parts, or devices requiring an electrical, pneumatic, electronic, or hydraulic connection.

FEMA – Federal Emergency Management Agency.

FHWA – Federal highway Administration

Fee

A dollar amount inclusive of all Proposer's Costs (overhead, insurance, labor, equipment, advertisements, etc.) general & accounting and profit charged for a specific service(s).

Furnish

To deliver to the job site or other specified location any item, equipment, or material.

Herein

Refers to information presented in the project manual.

Holidays

Legal holidays designated by the Owner.

Install

Placing, erecting, or constructing complete in place any item, equipment, or material.

May

Refers to permissive actions.

Owner

Commissioner of Roads and Revenue Dawson County, Dawson County Board of Commissioners, Dawsonville, Georgia.

Person

The term, person, includes firms, companies, corporations, partnerships, and joint ventures.

Principal

Any officer or director of the proposing organization, and any person, firm, corporation, partnership, joint venture, or their entity, who or which own or controls three percent (3%) or more of the voting stock or any equivalent voting interest of a partnership or joint venture.

Project

The undertaking to be performed under the provisions of the contract.

Proposal

An offer or statement of a price and project description in response to a request for materials or services to be rendered to the County or its employees

Proposer

Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a bid which conforms in all material respects to the requirements set forth in the RFP

Provide

Furnish and install, complete in place.

Shall

Refers to actions by either the CONSULTANT or the Owner and means the CONSULTANT or Owner has entered into a covenant with the other party to do or perform the action.

Shown

Refers to information presented on the drawings, with or without reference to the drawings.

Specifications

That part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction system, standards, and workmanship. Titles of sections and paragraphs in these Contract Documents are introduced merely for convenience and shall not be taken as a complete segregation of the various unites of materials and labor.

Specify

Refers to information described, shown, noted or presented in any manner in any part of the contract.

Submittals

The information which is specified for submission to the Owner in accordance with this document.

Substantial Completion

Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the CONSULTANT to acceptance under the contract.

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

TDSRS

Temporary Debris Staging & Reduction Sites

Will

Refers to actions entered into by the CONSULTANT or the Owner as a covenant with the other party to do or to perform the action.

Work

The labor, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfillment of the contract.

02 - Royalties and Patents

The Prime Contractor shall pay all royalties and license fees and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of the patent rights or copyrights held by others. He shall defend all suits or claims for infringement of any patent rights and shall hold harmless the Owner, its officers, employees, and agents from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Owner and properly installed by the Prime Contractor pursuant to the manufacturer's specifications.

03 - Permits and Regulations

The Contractor shall obtain and pay for all construction permits, licenses, and easements of a temporary nature necessary for the prosecution of the work. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work. The Contractor shall pay all charges of utility owners for connections to the work, and Owner shall pay

all charges of such utility owners for capital costs related thereto. (See the table of “Required Permits” located in the “Project Technical Specifications- Special Conditions”)

The Contractor shall comply with all County, State, and Federal laws, statutes, ordinances, rules and regulations applicable to furnishing and performance of the work.

04 - Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

05 – Lands of Work

The Owner shall provide not later than the date when needed by the Contractor, the Lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated for the use of the Contractor. These lands will be returned to the Owner immediately upon completion of work.

06 - General Warranty and Guarantee Against Defective Work

Not applicable to this RFP Contract.

07 - Bonds

The Contractor shall furnish payment and performance bonds with good and sufficient surety or sureties acceptable to the Owner for the protection of persons furnishing materials or labor in connection with the performance of the work. The penal sum of such payment and performance bond will be 100% of the contract price. The bonds required hereunder will be dated as of the same date as the contract and will be furnished to the Owner at the time the contract is executed. These bonds shall be issued from a company licensed to do business in Georgia and shall be signed or counter signed by a Georgia resident agent, and shall have proper Power of Attorney evidencing the authority of the individual signing the bond. Included with the Bonds shall be a signed Affidavit on the form provided herewith.

Out of state contractors shall post a bond with the State Tax Commissioner for each tax year during construction of the project to guarantee payment of taxes on the work of this Contract.

08 – Contractor’s Insurance

A. Liability

The CONSULTANT shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance indicating that the successful proposer has obtained such coverage, shall be filed with the Owner prior to the commencement by the successful proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the Owner, shall indicate that, except in respect to workers compensation insurance coverage and professional errors and omissions, Owner is an additional insured with respect to such coverage, and shall indicate that such coverage is primary and not contributory with any similar insurance purchased by the Owner. The certificates shall contain a provision that the insurer will endeavor, if allowed by the policy, to provide Owner with thirty (30) calendar day notice of nonrenewal, cancellation, or termination of the coverage. If the successful proposer receives a nonrenewal, cancellation, or termination notice from an insurance carrier affording coverage required herein, the successful proposer agrees to notify Owner by fax within two (2) business days with a copy of the nonrenewal, cancellation, or termination notice, or written specifications as to which coverage is no longer in compliance. Failure to comply with any of the provisions relating to insurance coverage herein shall be deemed a material breach if not cured. Certificates of such insurance shall be filed with the Owner. The CONSULTANT shall be responsible for providing adequate limits of insurance when working within property owned by railroads, as established by such railroad company.

B. Indemnity

To the fullest extent permitted by laws, statutes, rules and regulations, the CONSULTANT shall indemnify and hold harmless the County and the Officers, Directors, Employees, Agents, and other Consultants of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of Engineer/Architects, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the A & E, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder, except that no party shall indemnify any other party or person for their own sole negligence.

Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

Comprehensive General Liability -The successful Bidder shall exercise proper precaution at all times for the protection of persons and property. He shall carry approved insurance from insurance companies authorized to do business in Georgia and having an A.M. Best's rating of B+ or better with the following minimums:

***The limits of insurance are as follows:**

- a) General Liability Insurance of at least One Million (1,000,000) Dollars (Combined Single Limit per occurrence) and Two Million (2,000,000) Dollars aggregate;
- b) Automobile Insurance of at least Five Hundred Thousand (500,000) Dollars (Combined Single Limit per accident for bodily injury or property damage); and
- c) Workers' Compensation Insurance as will protect potential bidder or offerer from Workers' Compensation Acts.
- d) Professional Liability Insurance of at least Two Hundred Fifty Thousand (250,000) Dollars per claim and Five Hundred (500,000) Aggregate.

09 – Liens

Neither the final payment nor any part of the retained percentage shall become due until the Consultant shall deliver to the Owner a complete release of all claims or liens arising out of this Contract and an affidavit that so far as he has knowledge or information the release and receipts include all the labor and materials for which a lien or claim could be filed; but the Consultant may, if any Sub-contractor refuses to furnish a release or receipt in full, furnish an additional bond satisfactory to the Owner, to indemnify the Owner against any claim or lien (in cases where such payment is not already guaranteed by Surety Bond). If any claim or lien remains unsatisfied after all payments are made, the Consultant shall refund to the Owner all monies that the latter may be compelled to pay on discharging such a lien, including all costs and a reasonable attorney's fee.

10 - Assignment

The Owner shall have the right to reject the assignment or sub-letting of any portion of the Contract by the Consultant. Assigning or sub-letting the Contract shall not relieve the Consultant or his surety from any Contract obligations.

11 - Joint Venture Contractor

In the event the Consultant is a joint venture of two or more contractors, the grants, covenants, provisos and claims, rights, power, privileges and liabilities of the contract shall be construed and held to be several as well as joint. Any notice, order, direct request, or any communication required to be or that may be given by the Owner to the Consultant under this contract, shall be well and sufficiently given to all persons being the Consultant if given to any one or more of such persons. Any notice, request, or other communication given by any one of such persons to the Owner under this Contract shall also be given to the Owner and shall be deemed to have been given by and shall bind all persons being the Consultant.

12 - Successors' Obligations

The grants, covenants, provisos and claims, rights, powers, privileges and liabilities obtained in the Contract Documents shall be read and held as made by and with, and granted to an imposed

upon, the Consultant and the Owner and their respective heir, executors, administrations, successors and assigns.

13 - Business License

Consultants and Sub-contractors shall have a current Occupation Tax Certificate, and shall furnish certificate and license numbers prior to entering into a contract with the Owner.

14 - Obligations and Liability of the Contractor

The Consultant shall do all the work and furnish all the materials, tools, and appliances, except as herein otherwise specified, and everything necessary for properly performing and completing the work required by the Contract, in the manner and within the time specified. He shall complete the entire work to the satisfaction of the Owner, and in accordance with the Specifications herein mentioned, at the prices herein agreed upon and fixed therefore.

All the work labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to, and in conformity with, the Contract Documents, and the directions of the Owner as given from time to time during the progress of the work, under the terms of this contract.

The Consultant shall coordinate his operations with those of any other Contractors who may be employed on other work of the Owner and shall avoid interference therewith and cooperate in the arrangements for storage of materials.

He shall in no way be relieved of his responsibility by any rights of the Owner, its officers, employees and agents to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Owner, its officers, employees and agents to give such permission or issue such orders. The Consultant shall bear all losses resulting to him or to the Owner, its officers, employees and agents on account of the amount or character of the work, or because of the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes. The Consultant shall assume the defense of all claims arising out of injury or damage to persons, corporations, or property, whether said claims arise out of negligence or not, or whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work and from all expenses incurred in defending or settling such claims, including reasonable attorney's fees.

The Consultant warrants that he is familiar with the codes applicable to the work and that he has the skill, knowledge, competence, organization, and plant to execute the work promptly and efficiently in compliance with the requirements of the Contract Documents.

Failure or omission on the part of the Owner, representative of the Owner, agents of the Owner, Project Representative, clerk-of-the-works, employed by the Owner either to discover or to bring

to the attention of the Consultant any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the Consultant as a defense of failure to his part to install the work in accordance with the Contract Documents or for any other neglect to fulfill requirements of the Contract; nor shall the presence of any one, or all, or any of the foregoing at the site of the fact that any one, or all, or any of the foregoing may have examined the work or any part of it be set up as a defense by the Consultant against a claim for failure on his part to install the work in accordance with the Contract Documents or for any neglect to fulfill requirements of the contract. No requirement of this contract may be altered or waived except in pursuance of a written order of the Owner and in strict accordance with the provisions of the contract for changes in the work.

15 – Responsibilities of the Contractor

A. Sub-contractors

The Consultant shall be responsible for the adequacy, efficiency, and sufficiency of Sub-contractors and their employees.

B. Proposer Employees

The Consultant shall be responsible for the adequacy, efficiency, and sufficiency of his employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

C. Payment for Labor and Materials

The Consultant shall pay and require his Sub-contractors to pay any and all accounts for labor including Workers Compensation premiums, State Unemployment and Federal Social Security payments, and other wage and salary deductions required by law. The Consultant also shall pay and cause his Sub-contractors to pay any and all accounts for services, equipment, and materials used by him and his Sub-contractors during the performance of work under this contract. Such accounts shall be paid as they become due and payable. If requested by the Owner, the Consultant shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work

The Consultant, acting through his representative, shall give personal attention to and shall manage the work so that it shall be prosecuted faithfully.

E. Employee Safety

The Consultant alone shall be responsible for the safety of his and his Sub-contractor's employees. The Consultant shall perform the work in a manner which meets the Owner's responsibility under statutory and common law for the provision of a safe place to work.

F. Public Safety and Convenience

The Contractor shall conduct his work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property. No road or street shall be closed to the public

except with the permission of the Owner. Fire hydrants on or adjacent to the work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to insure the use of sidewalks, private and public driveways, and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

G. Cooperation with the Debris Management Consultant

The Contractor, when requested, shall assist the Debris Management Consultant in obtaining access to work which is to be inspected. The Contractor shall provide the Debris Management Consultant with information requested in connection with the inspection of the work.

16 - Compliance with Laws

The Consultant shall keep himself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered, in the Plans, Drawings, Specifications, or Contract for this work in relation to any such law, ordinance, regulations, order, or decree, he shall forthwith report the same to the Owner in writing.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any Sub-contractor.

17 - Plans, Specifications, and Design

The Consultant shall furnish plans and specifications which represent the requirements of the work as far as practical to be performed under the Contract to the Owner, as it relates to scope of work. All such drawings and instructions shall be consistent with the Contract Documents.

18 – Documents Furnished

Unless otherwise provided in the Contract Documents, the Consultant will furnish to the Owner, free of charge, up to six (6) hard copy and 1 electronic copy of the documents in a Word format.

19 - Ownership of Documents

All copies thereof furnished to the Owner may be reused on other work. All models are the property of the Owner.

20 - Reference Standards

Reference to the Standards of any technical society, organization or association or to codes of local or state authorities, shall mean the latest standard, code, specifications, or tentative standard adopted and published at the date of taking proposals, unless specifically stated otherwise.

21 – Division of Specifications and Drawings

Not applicable to this RFP Contract.

22 - Order of Completion

Before starting work and within ten (10) days of issuance of the Notice of Award with the work, the Consultant shall submit to the Owner, a schedule which shall show the order in which the Consultant proposes to carry on the work, indicating the starting and completion dates and locations of the various stages of the work. The schedule shall be in a bar graph form suitable for periodic updating to show actual work completed.

23 - Materials, Appliances & Employees

Unless otherwise stipulated, the Consultant shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, supervision, and other facilities necessary for the execution and completion of the work.

The Consultant shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. If at any time before the commencement or during the progress of work appear to the Owner to be insufficient, inefficient or inappropriate to secure the quality of work required or the proper rate of progress, the Owner may order the Consultant to increase their efficiency, to improve their character, to augment their number, as the case may be, and the Consultant shall conform to such order; but the failure of the Consultant to demand such increase of efficiency, number, or improvements shall not relieve the Consultant of his obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by this contract to the satisfaction of the Owner.

24 - Survey Information

Not applicable to this RFP Contract.

25 - Project Completion

Not applicable to this RFP Contract.

26 - Inspection and Testing of Materials

Not applicable to this RFP Contract.

27 - Substantial Completion

Not applicable to this RFP Contract.

28 - Rights of Various Interests

Wherever work, being done by the Owner's forces or by other Contractors, is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

29 - Separate Contracts

The Owner reserves the right to let other Contracts in connection with this work.

30 - Sub-contractors

The Consultant shall notify the Owner in writing of the names and addresses of all proposed Sub-contractors for the work at the first meeting with the Owner. Sub-contractors, or their sub-contractors, will not be recognized as having a direct relationship with the Owner but, will be considered employees of the Consultant and their work shall be subject to the provisions of the contract. A Sub-contractor for any part of the work must have experience on similar work and, if required, furnish the Owner with a list of projects and the entities who are familiar with their competence.

31 - Access

The Owner, and anyone named by the Owner, will have full access to the project site at all times.

32 - Construction Schedule and Procedures

Not applicable to this RFP Contract.

33 - Project Management

The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this contract.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

34 - Entry

The right of access to the work wherever it is in preparation or progress shall be extended to the Owner and representatives of appropriate regulatory agencies. The Contractor shall provide facilities for such access and inspection.

35 - Preservation and Restoration

The Contractor shall use every precaution to prevent damage or destruction of buildings, poles and shrubbery. Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches and such detours as are

necessary to care for public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Contractors (if any) or to the Owner. In a case of dispute, the Owner may remove the rubbish and surplus materials or perform restoration work and charge the cost to the Contractor.

36 - Completion of "Punch List" Items

Not applicable to this RFP Contract.

37 - Authority of Consultant

Consultant Representative

The Consultant shall notify the Owner in writing of the name of the person who will act as the Consultant representative and shall have the authority to act in matters relating to this contract. This person shall have authority to carry out the provisions of the contract and to supply materials, equipment, tools and labor without delay for the performance of the work.

Construction Procedures

The Consultant shall supervise and direct the work, along with the Owner. He has the authority to determine the means, methods, techniques, sequences and procedures of construction, except in those instances where the Owner, to define the quality of an item of work, specifies in the contract, a means, method, technique, sequence or procedure for the construction of that item of work.

38 - Authority of Consultant (Continued)

The Consultant will be the initial interpreter of the requirements of the Contract Documents in conjunction with the Owner to the construction crew and shall review the work for acceptability of the work thereunder. Neither the Consultant's authority or responsibility under the Contract Documents nor any decision made by Consultant in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility of Consultant shall give rise to any duty owed by Consultant to any Sub-contractor, any Supplier any other person or organization, or to any surety for employee or agent of any of them.

39 - Owner-Consultant Coordination

Service of Notice

Notice, order, direction, request or other communication given by the Owner to the Consultant shall be deemed to be well and sufficiently given to the Consultant if left at any office used by the Consultant or delivered to any of his office, clerks or employees or posted at the site of any work or mailed to any post office addressed to the Consultant at the address given in the contract document or mailed to the Proposer last known place of business. If mailed by first-class mail, any form of communication shall be deemed to have been given to and received by the Consultant two days after the day of mailing. All papers required to be delivered to the Owner shall, unless

otherwise specified in writing to the Consultant, be delivered to the County Technical Representative.

Suggestions to Consultant

Plan or method of work suggested by the Owner to the Consultant but not specified or required, if adopted or followed by the Consultant in whole or in part, shall be used at the risk and responsibility of the Consultant.

The Owner assumes no responsibility therefore and in no way will be held liable for any defects in the work which may result from or be caused by the use of such plan or method of work.

Cooperation

The Consultant shall afford the Owner, other Sub-contractors and their employees, reasonable cooperation and shall arrange his work in such a manner as to not interfere with the activities of the Owner or of others upon the site of the work. The Consultant shall promptly make good any injury or damage that may be sustained by other Consultants or employees of the Owner at his hands. The Consultant shall join his work to that of others and perform his work in proper sequence in relation to that of others.

Differences or conflicts arising between the Consultant and others employed by the Owner or between the Consultant and the works of the Owner with regard to their work, shall be submitted to the Owner for his review of the matter. If the work of the Consultant is affected or delayed because of any act or omission of other Consultants or of the Owner, the Consultant may submit for the Owner's consideration, a documented request for a change order.

40 – Interpretation of Specifications and Drawings

Not applicable to this RFP Contract.

41 - Discrepancies in Specifications and Drawings

Not applicable to this RFP Contract.

42 - Material, Equipment and Workmanship

Not applicable to this RFP Contract.

43 – Demonstration of Compliance with Contract Requirements Inspection

Not applicable to this RFP Contract.

44 - Project Meetings

Project meetings will be held on site as often as deemed necessary by the Owner throughout the project, to include the construction phase. Meetings will normally be held monthly. An Consultant representatives shall attend. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals and job-related problems.

45 - Overtime and Shift Work

Not Application to this RFP Contract

46 - Construction Schedule

Scope

This section specifies reports and schedules for planning and monitoring the progress of the work.

The construction schedule shall reflect the Contract Time stated in the Request for Proposal.

Description

Not applicable to this RFP Contract.

Submittal Procedures

Not Applicable for this RFP Contract.

Schedule Revisions

Not applicable to this RFP Contract.

47 - Quality

The CONSULTANT is ultimately responsible for all work of all employees and sub-contractors for this project.

48 - Material and Equipment Specified By Name

Not applicable for this RFP Contract.

49 – Submittal Procedure

General

Not applicable to this RFP Contract.

Proposer Responsibilities

Not applicable to this RFP Contract.

Transmittal Procedure

General

Not applicable to this RFP Contract.

50 - Requests for Substitution

Not applicable for this RFP Contract.

51 - Manufacturer's Directions

Not applicable for this RFP Contract.

52 - Product Data

Not applicable for this RFP Contract.

53 - Operation and Maintenance Information

Not applicable for this RFP Contract.

54 - Record Drawings

Not applicable to this RFP Contract.

55 - Protection of the Public and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, lights, fencing, flagmen and warning signs and take all necessary precautions for the protection of the public safety and/or as required by law. Such facilities shall be maintained throughout the life of this contract. This includes protection non-owned vehicular traffic, stored materials, site and structures from damage.

56 – Protection of the Owner’s Property

57 - Maintenance of Traffic and Sequence of Operation

Not applicable to this RFP Contract.

58 - Lot Corners

Not applicable to this RFP Contract.

59 – Existing Utilities

All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement. The Contractor shall be responsible for the cost of repairs to any damaged underground facilities; even when such facilities are not shown on the plans. The Contractor shall contact all utility companies prior to beginning work and request an accurate location of their respective utilities. “Existing Utility Facilities” shall mean any utility that exists on the project in its original, relocated or newly installed position.

In accordance with Ga. Code Title 25, Section 9, “Georgia Utility Facility Protection Act” (as amended) the Contractor shall call, by law, the Utility Location and Coordination Council in Atlanta at 1-800-282-7411 and shall request that all owners of utilities, including gas companies, electric companies, telephone companies, cable television companies and governmental units, prior to starting any excavation of the project locate and mark their respective facilities.

All Contractors' operations shall be conducted as to interfere as little as possible with utility service. Any proposed interruption by the Contractor must be approved in advance by the respective utility's owner. The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete or accurate.

Water lines and gas lines and appurtenances and sewer lines uncovered by the Contractor shall be protected and kept in service by the Contractor and the Contractor shall notify the respective utility's owner that the line has been or will be uncovered. The Contractor shall use adequate braces and slings or other appropriate methods to keep the lines in service, and any repairs made necessary by his operation shall be made at the Contractor's expense. Extreme caution shall be exercised when equipment is being moved or work is being performed under and around existing utility facilities, especially gas.

The Contractor shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq. If any public or private utility lines, pipes, facilities, or structures are damaged or broken by the operations of the Contractor as a result of being disturbed, exposed or unsupported, the Contractor shall be responsible for the complete and prompt restoration of the same and shall indemnify and hold the Owner, its officers, employees and agents harmless from any claims or causes or action for damage and for any liability which may arise therefrom.

The Contractor is responsible for coordinating with the respective utility's owner any relocation, adjustment, holding or replacement of utility facilities.

Power poles, telephone poles, gas lines, and other utility facilities to be relocated shall be moved by the responsible utility owner. The relocation, holding or replacement of any existing facilities shall be considered consequential to the work and any cost associated therewith shall be borne by the Contractor and no expense shall accrue to the Owner.

The Contractor shall not disconnect, cut, cut into, or otherwise interrupt any existing utility service, electrical, water, gas, sewerage or any other work, pipe or conduit which connects to or serves the existing building installations or facilities from either maned or on-site sources except as follows:

The Contractor shall notify the Engineer/Architect and the local utility company in writing, with copy to the Owner, three (3) calendar days in advance of the necessity of interruption of any utility service as defined hereinbefore. The notice shall state the date, the time of day and the estimated duration of the proposed interruption.

The Architect will coordinate the proposed interruption service with the Owner and notify the Contractor of approval or disapproval of the proposed interruption and the restrictive conditions connected therewith. The Contractor is solely responsible to coordinate with and notify the

Local Utility Company. The Contractor shall not cause any interruption without the approval of the Owner or Utility.

60 - Equal Employment Opportunity

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment because of race, color, religion, sex or national origin. This provision shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or their forms of compensation, and selection for training, including apprenticeship.

61 - Material Delivery, Handling, and Storage

Not applicable to this RFP Contract.

62 - Maintenance During Construction

Not applicable to this RFP Contract.

63 - Emergencies

In an emergency affecting the safety of life or of the work or of adjoining property, the Consultant is, without special instructions or authorization from the Owner, hereby permitted to act at his discretion to prevent such threatening loss, damage or injury. He shall also act, without appeal, if so authorized or instructed by the Owner. The Consultant shall supply the Owner with two (2) emergency phone numbers for contact per each working day in the event of an emergency.

64 - Compensation

Any compensation claimed by the Consultant due to emergency work shall be subject to reviewed approved by the Owner if payment is to be made by the Owner.

65 - Safety and Health Regulations

The Consultant shall comply with all pertinent safety and health regulations.

66 - Accidents

The Consultant shall report in writing to the Owner all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury, or property damages, giving full details and statement of witnesses. In addition, if death or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Consultant and any sub-contractor an account of any accident, the Consultant shall promptly report the facts to the Owner, giving full details in writing of the claim.

67 - Load Limits

Not applicable to this RFP Contract.

68 – Sanitary Provisions

Not applicable to this RFP Contract.

69 - Construction Buildings

Not applicable to this RFP Contract.

70 - Cleaning Up

The Consultant shall, as directed by the Owner, remove at his own expense from the Owner's property and from all public and private property all rubbish and waste materials resulting from his operations.

71 - Electrical Energy

The Contractor shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the proper completion of this contract during its entire progress. The Contractor shall provide all temporary wiring, switches, connections and meters to provide single phase branch circuits for power and lighting.

The Contractor shall remove all temporary electrical service and appurtenances prior to final acceptance by the Owner.

72 - Water Supply

The Contractor shall provide all water required to successfully perform the work. All water provided by the Contractor which is not potable shall be clearly marked as such.

All water from fire hydrants, post hydrants, or otherwise from the existing distribution system under local control, shall be metered with a meter supplied by any local public body or authority responsible for the system and shall be obtained only with written authorization of the Owner. The Contractor shall remove all temporary water service and appurtenances prior to final acceptance by the Owner. Remove underground installations to a minimum depth of 2 feet (600 mm), grade site as indicated.

The Contractor is to provide potable water adequate for personnel at the project site; and furnish paper cups and waste receptacles for such.

73 - Environmental Impact

Use of Chemicals

All chemicals used during construction or furnished for project operation whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

74 - Progress Payments

Not applicable to this RFP Contract.

75 - Measurement and Payment

Measurement and payment shall be made for the units or lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items of work specifically listed in the proposal and the cost of other work must be included in the contract price for the applicable item to which it relates.

76 - Use of Completed Portions

The Owner may, at any time during progress of the work, after written notice to the Consultant, take over any completed portions of the work which are ready for use, although the entire work of the Contract is not fully completed, and notwithstanding the time for completion of the entire work or such portions which may not be expired.

77 – Payments Withheld Prior to Final Acceptance

Not applicable to this RFP Contract.

78 - Payments Withheld

Not applicable to this RFP Contract.

79 - Contract Time

General

Not applicable to this RFP Contract.

Construction Schedule

Not applicable to this RFP Contract.

Delays

When the CONSULTANT foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the Consultant regards as unavoidable, he shall notify the Owner in writing of the probability of the occurrence of such a delay, the extent of the delay and its possible cause.

80 – Omissions

Not applicable to this RFP Contract.

81 - Differing Site Conditions

Not applicable to this RFP Contract.

82 - Changes in Work

The Owner, without invalidating the Contract, may order additions to or deductions from the work. The Consultant shall proceed with the work, as changed and the value of any such extra work or change shall be determined as provided in the Agreement, and the contract sum adjusted accordingly. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

83 - Force Account and Extra Work

Not Applicable for this RFP Contract.

84 - Claims for Extra Cost

Not Applicable for this RFP Contract.

85 - Correction of Work Before Final Payment

Not Applicable for this RFP Contract.

86 - Liquidated Damages

Not applicable to this RFP Contract.

87 - Suspension or Abandonment of Work

Suspension of Work

The Owner may at any time, for any reason, suspend the work, or any part thereof by giving three (3) days written notice to the Consultant. The work shall be resumed by the Consultant within ten (10) days after the date fixed in the written notice from the Owner to the Consultant.

If the project is suspended by the Owner during any given phase for more than 60 consecutive days, the Consultant shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the Consultant compensation shall be equitably adjusted to provide for actual expenses incurred in the interruption and resumption of the Consultant services, excluding overhead and profit.

Said expenses must be documented and submitted to the Owner for review and upon approval by the Owner for reasonable expenses will be reimbursed to the Consultant. The Consultant shall mitigate any expenses incurred during the suspension period.

Nothing in this Subparagraph, above, shall prevent the Owner from immediate suspension of the Proposer work when the health or welfare of the public is at risk in the opinion of the Owner.

Abandonment of Work

This Contract may be terminated by the Owner upon thirty (30) days written notice to the Consultant in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the Consultant may terminate this Contract upon not less than sixty (60) days written notice to the Owner.

88 - Termination of Contract

Termination for Convenience of Owner

The Owner may, at will, upon written notice to the Consultant, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the Work for the convenience of the Owner.

All costs must be substantiated by adequate back-up documentation. The termination will not affect any rights or remedies of the Owner against the Consultant then existing or which may thereafter accrue. Any retention or payment of moneys due to the Consultant by the Owner will not release the Consultant from liability.

Default Termination

The Owner may, if in the Owner's sole judgment and upon written notice to the Consultant, terminate (without prejudice to any right or remedy of Owner) the whole or any portion of the Work required by the Contract Documents in any one of the following circumstances:

If the Consultant refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will ensure the Substantial Completion of the Work within the Contract time:

The Consultant is in material default in carrying out any provisions of this Contract for a cause within its control;

If the Consultant files a voluntary petition in bankruptcy or a petition seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors;

If a trustee, receiver or liquidator, is appointed for the Consultant or for all or any substantial part of the property of the Consultant; or if the Consultant makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts generally as they become due;

If the Consultant has filed against it a petition in bankruptcy under any present or future federal or state statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors and the same is not discharged on or before forty-five (45) days after the date of the filing thereof; or if the Consultant is adjudged a bankrupt;

If the Consultant is adjudged a bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency;

If the Consultant fails to supply a sufficient number of properly skilled workmen or suitable materials or equipment;

If the Consultant fails to make prompt payment to Sub-contractors for materials or labor, unless Consultant otherwise provides Owner satisfactory evidence that payment is not legally due;

If the Consultant persistently disregards laws, ordinances, rules, or regulations or order of any public authority having jurisdiction;

If the Consultant substantially violates any provision of the Contract Documents;

or

If, after the Consultant has been terminated for default pursuant to paragraph two (2), it is determined that none of the circumstances set forth paragraph two (2) exist, then such termination shall be considered a termination of convenience pursuant to paragraph one (1). If the Owner terminates this agreement for any of reasons enumerated in paragraph two (2), then the Owner may take possession of the site and of all documents, materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever method the Owner may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

Allowable Termination Costs

If the Owner terminates the whole or any portion of the Work pursuant to Paragraph "A" then the Owner shall only be liable to Consultant for those costs reimbursable to Consultant in accordance with Paragraph "D", plus the cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Paragraph "D", which are properly chargeable to the terminated portion of the Contract (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Sub-contractors or proposers prior to the effective date of the Notice of Termination), which amounts shall be included in the costs payable under Subparagraph "B.1", above, and the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract, together with reasonable storage, transportation and other costs incurred in connection with the protection of disposition of property allocable to this contract.

Provided, however, that if there is evidence that the Consultant would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

The total sum to be paid to the Consultant under this Paragraph "C" shall not exceed the Contract sum as reduced by the amount of payments otherwise paid, by the Contract price of Work not terminated and as otherwise permitted by this Contract.

General Termination Provisions

After receipt of a Notice of Termination from the Owner, pursuant to paragraph one (1) or two (2), and except as otherwise directed by the Owner, the Consultant shall:

Stop Work, if applicable, under the Contract on the date and to the extent specified in the Notice of Termination;

Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated;

Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;

Assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the right, title and interest of the Consultant under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification shall be final for all the purposes of this clause;

Transfer title and deliver to the entity or entities designed by the Owner, in the manner, at the times and to the extent, if any, directed by the Owner, and to the extent specifically produced or specifically acquired by the Consultant for the performance of such portion of the work as had been terminated;

The fabricated or un-fabricated parts, if applicable, work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed work, supplies and or other material produced as part of, or acquired connection with, the performance of the work terminated by the Notice of Termination, and the completed or partially completed plans, drawings, information and other property related to the work;

Use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, and property of the types referred to in paragraph four (4);

Shall not be required to extend credit to any buyer, and may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner;

And provided further that the Proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Consultant under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the Owner may direct;

Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination; and

Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Consultant and in which the Owner has or may acquire an interest.

The Consultant shall, from the effective Date of Termination until the expiration of three years after Final Settlement under this contract, preserve and make available to the Owner, at all reasonable times at the office of the Consultant, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the Consultant under this Contract and relating to the Work terminated hereunder, or, to the extent approved by the Engineer/Architect, photographs, microphotographs or other authentic reproductions thereof. In arriving at any amount due the Consultant pursuant to paragraph three (3) there shall be deducted:

All unliquidated advance or other payments on account theretofore made to the Consultant applicable to the terminated portion of this Contract;

Any claim which the Owner may have against the Consultant;

Such claim as the Owner may advise and the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Consultant or sold, pursuant to the provisions of paragraph four (4); and not otherwise recovered by or credited to the Owner.

Consultant shall refund to the Owner any amounts paid by the Owner to the Consultant in excess of costs reimbursable under paragraph three (3).

The Owner, at its option and Proposer expense, may have costs reimbursable under paragraph three (3) audited and certified by an independent certified public accountant selected by the Owner.

89 - Proposer Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court for a period of three (3) months, through no fault of the Consultant or of anyone employed by him, then the Consultant may, upon seven (7) days written notice to the Owner, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials excluding overhead, profit and damages.

90 – Disputes Resolution

All claims, disputes and other matters in question between the Consultant and the Owner arising out of, or relating to, this contract or the breach therefore, shall be tried before a jury trial, unless otherwise stipulated between the parties. Any legal proceeding arising out of, or relating to, this agreement shall include, by consolidation, joinder or joint filing, any additional person or entity to the final resolution of the matter in controversy.

The Consultant hereby further agrees that, should any Sub-contractor or supplier to the Consultant file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the Consultant, then the Consultant shall indemnify and hold harmless the Owner, its employees, agents, and representatives, its employees, agents, and representatives from any and all costs incurred to include legal costs and attorney's fees and payment of any judgment against the Owner.

Should the Owner utilize an attorney to enforce any of the provisions hereof, to protect its interest in any matter arising under this Contract, or to collect damages for breach of this Contract, the Consultant agrees to pay the Owner all reasonable costs, charges, expenses and attorneys' fees expended or incurred therein.

Any disputes arising under the terms and conditions of this Contract shall not be subject to mediation or arbitration.

The Consultant irrevocably consents that any legal action or proceeding against it under, arising out of or in a manner relating to the Contract shall be brought in any court in Dawson County, Georgia. Consultant designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Consultant, by the execution and delivery of this Contract, expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Dawson County, and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non conveniens or any similar basis.

91 - Removal of Equipment

Not Applicable for this RFP Contract.

92 - Laws of Georgia

This Contract shall be governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

93 – Quantity Variance Reserve

Not Applicable for this RFP Contract.

-End of This Section-



**RFP #356-19 DEBRIS MONITORING SERVICES
VENDOR'S CHECKLIST**

Company Name: _____

Please indicate you have completed the following documentation; and submit them in the following order.

YES	ITEM DESCRIPTION
<input type="checkbox"/>	Vendor's Information Form
<input type="checkbox"/>	Vendor's Price Proposal Form
<input type="checkbox"/>	Vendor's Reference Form
<input type="checkbox"/>	Execution of Proposal Form
<input type="checkbox"/>	Drug-Free Workplace Affidavit
<input type="checkbox"/>	Addenda Acknowledgement Form and Any Addenda Issued
<input type="checkbox"/>	Proposer's Certification and Non-Collusion Affidavit
<input type="checkbox"/>	Georgia's Security and Immigration Compliance Act Affidavit
<input type="checkbox"/>	Contractor Affidavit
<input type="checkbox"/>	Subcontractor Affidavit (if applicable)
<input type="checkbox"/>	Bid Bond Form and Surety Bid Bond
<input type="checkbox"/>	Equal Employment Opportunity (EEO) Practice Form
<input type="checkbox"/>	Legal and Character Qualifications Form
<input type="checkbox"/>	Local Small Business Initiative Affidavit (if applicable)
<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	Completed W-9
<input type="checkbox"/>	Copy of Valid Business License
<input type="checkbox"/>	Copy of Any Certificates/Licenses Required within Solicitation
<input type="checkbox"/>	SAVE Affidavit

Authorized Signature

Title

Print Name

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER'S INFORMATION FORM**

1. Legal Business Name _____
2. Street Address _____
3. City, State & Zip _____
4. Type of Business: _____ State of Registration: _____
(Association, Corporation, Partnership, Limited Liability Company, etc.)
5. Name & Title of Authorized Signer: _____
6. Primary Contact _____
7. Phone _____ Fax _____
8. E-mail _____
9. Company Website _____
10. Has your company ever been debarred from doing business with any federal, state or local agency? Yes _____ No _____ If Yes, please state the agency name, dates and reason for debarment.

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET A)**

COMPANY NAME: _____

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work.

ITEM NUMBER	ITEM DESCRIPTION	HOURLY RATE
001	<i>Debris Management Sites (DMS) Monitors</i>	
002	<i>Roving Monitors</i>	
003	<i>Project Manager</i>	
004	<i>Operations Manager</i>	
005	<i>FEMA Coordinator</i>	
006	<i>Scheduler/Expeditors</i>	
007	<i>GIS Analyst</i>	
008	<i>Field Supervisor</i>	
009	<i>Environmental Specialist</i>	
010	<i>Projector Inspectors (Load Ticket Data Entry Clerks/QA/QC</i>	
011	<i>Billing and Invoice Analysts</i>	
012	<i>Data Analysts</i>	
013	<i>Training and Assistance - Sessions shall be for all key personnel, monitoring personnel, and/or assistance in all disaster debris recovery monitoring efforts as requested</i>	<i>Price Included</i>
014	<i>Clerical Staff/Data Entry Clerk</i>	
015	<i>Cost of Travel and Lodging (based on Federally approved rates and limitations. See note below)</i>	
016	<i>Profit</i>	

-Continued on Next Page-



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET B)**

COMPANY NAME: _____
Proposer to provide all materials, labor and equipment needed to complete the Scope of Work.

<i>ITEM NUMBER</i>	<i>ITEM DESCRIPTION</i>	<i>HOURLY RATE</i>
<i>017</i>	<i>Subcontracts (including comparable breakdown of costs as indicated above)</i>	
<i>018</i>	<i>Miscellaneous and Reimbursable Expenses</i>	

NOTE *Travel Reimbursement will be incorporated in the price of each Task Number as each Proposer deems necessary and will be made in accordance to the U.S. General Services Administration as found at <http://www.gsa.gov/portal/category/100120> and <http://www.gsa.gov/portal/contnt/100715>.*

****NOTE**** The hourly prices listed above is to be inclusive to perform all Statement of Work and Deliverables as described within this RFP.

*****NOTE***** The Contractor may use other required positions as necessary with the written approval of the County's Project Manager. All such positions and applicable hourly rates shall be attached to the Proposal Fee Schedule on a document entitled ADDITIONAL STAFF.

-Continued on Next Page-



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER'S PRICE PROPOSAL FORM (SHEET C)**

COMPANY NAME: _____

Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

Tipping Fees: All tipping fees should be considered a “pass through amount” and not a negotiated contracted rate. Additionally, per industry standard the contractor pays the fees at the time of dumping and invoices the County with proper documentation with no markup. The tipping fees are for final disposal from ROW and DMS.

Final Disposal	Single Price Veg from ROW to DMS <i>A single price transport of processed debris from DMS to final disposal</i>	CY	
	Tipping Fees (Vegetative) <i>Fee includes negotiated contract price or pass through amount for vegetative</i>	CY	
	Tipping Fees (Mix) <i>Fee includes negotiated contract price or pass through amount for Mix</i>	CY	
	Tipping Fees (C&D) <i>Fee includes negotiated contract price or pass through amount for C&D</i>	CY	
Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	CY	
	Sand Collection & Screening <i>Pick up, screen and return debris laden sand/mud/dirt/rock</i>	CY	
	Vehicle Removal <i>Removal of eligible vehicle</i>	Unit	

-Continued on Next Page-



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER’S PRICE PROPOSAL FORM (SHEET D)**

COMPANY NAME: _____
Proposer to provide all materials, labor and equipment needed to complete the Scope of Work

OPTION YEARS

ACROSS THE BOARD INCREASE EXPRESSED IN PERCENTAGE

OPTION YEAR	% INCREASE
1 st option year	
2 nd option year	
3 rd option year	
4 th option year	

- Proposers must attached applicable licenses and certifications
- All costs incurred by the Proposer must be included in the Price of Project for the total scope of work as listed in this RFP.

Authorized Signature

Title

Print Name

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER'S REFERENCE FORM**

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

2. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

3. Company _____
Street Address _____
City, State & Zip _____
Contact Person Name _____ Title _____
Phone _____ FAX _____ Email _____
Describe Scope of Work and dates of project/service: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
EXECUTION OF PROPOSAL**

DATE: _____

The potential CONSULTANT certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the firm.
- ___ That the potential CONSULTANT has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential CONSULTANT agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing **Request for Proposal**, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Name

Authorized Signature Date

Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
DRUG FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of:

Whose address is:

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug free workplace will be provided for the PROPOSER employees during the performance of the contract; and,
3. Each Sub-contractor hired by the CONSULTANT shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The CONSULTANT shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with

_____,
_____ certifies to the CONSULTANT that a drug free workplace will be provided for the Sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Signature

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
ADDENDA ACKNOWLEDGEMENT**

The proposer has examined and carefully studied the Request for Proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No _____

Addendum No. _____

Addendum No. _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

Proposers must acknowledge any issued addenda. Proposals which fail to acknowledge the proposer's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
PROPOSER'S CERTIFICATION AND STATEMENT OF NON-COLLUSION**

I _____ certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards.

I certify that this proposal has been prepared independently and the price submitted will not be disclosed to another person.

I certify that there has been no contact or communication by the proposer or the proposer's associates with any County staff, or elected officials since the date this **RFP #356-19 DEBRIS REMOVAL AND DISPOSAL SERVICES** was issued except: 1) through the Purchasing Department, 2) at the Pre-Proposal Conference (if applicable) or 3) as provided by existing work agreement(s). **The County reserves the right to reject the proposal submitted by any proposer violating this provision.**

I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

COMPANY NAME: _____

Authorized Representative (Signature)

Date

Authorized Representative/Title
(Print or Type)

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Consultant registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification “E-Verify” site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

By executing the attached Consultant Affidavit, Consultant verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with the Dawson County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Consultant further agrees that should it employ or contract with any Sub-contractor(s) for the physical performance of services pursuant to the contract with the Dawson County Board of Commissioners, Consultant will secure from the Sub-contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-contractor Affidavit and shall provide a copy of each such verification to the Dawson County Board of Commissioners at the time the Sub-contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND INCLUDE IN RESPONSE



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Proposer Name:	
County Solicitation/ Contract No.:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Consultant identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any Sub-contractor(s) in connection with the physical performance of services pursuant to this contract with the County, Consultant will secure from such Sub-contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the attached Sub-contractor Affidavit. Consultant further agrees to maintain records of such compliance and provide a copy of each such verification to the County at the time the Sub-contractor(s) is retained to perform such service.

EEV / E-Verify Number

BY: Authorized Officer or Agent
(Consultant Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Proposer Name:	
County Solicitation/ Contract No.:	

ADDITIONAL INSTRUCTIONS TO Contractor: Identify all Sub-contractors used to perform under the county contract. In addition, you must attach a signed and notarized affidavit (third page of this form) from each of the Sub-contractors listed below. The Contractor is responsible for providing a signed and notarized affidavit to the County within five (5) days of the addition of any new Sub-contractor used to perform under the identified County contract.

Proposer Name:	
Sub-contractors:	



**IMMIGRATION AND SECURITY FORM
(GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT)**

Proposer Name:	
Sub-contractor's (Your) Name:	
County Solicitation/ Contract No.:	

SUB-CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Sub-contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the Sub-contractor which is engaged in the physical performance of services under a contract with the Consultant identified above on behalf of the County identified above has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / E-Verify Number

BY: Authorized Officer or Agent
(Sub-contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20____

[NOTARY SEAL]

Notary Public

My Commission Expires:

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603



**RFP #356-19 DEBRIS MONITORING SERVICES
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE**

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority-owned businesses.

Does the Proposer have the above EEO policy in place?	Y	N

If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project?	Y	N

Statement of Assurance: The Proposer herein assures the County that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

Firm's Name

Authorized Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



**RFP #356-19 DEBRIS MONITORING SERVICES
LEGAL AND CHARACTER QUALIFICATIONS**

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers'		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

		Y	N
	Has the proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Principals: The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

NAME

ADDRESS

References: The Bidder lists below work he has done of similar nature as this solicitation, as references that will afford the County opportunity to judge as to experience, skill, business standing, and financial ability.

**CONTACT
PERSON**

TITLE

**PHONE
NUMBER/EMAIL**

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



DAWSON COUNTY BOARD OF COMMISSIONERS

SAVE Affidavit

(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e)(2)], I am stating the following:

_____ **I am a United States citizen; or**

_____ **I am a legal permanent resident of the United States*; or**

_____ **I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.***

*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is: _____

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

Applying on behalf/Name of associated business

Signature of Applicant

Date

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20__

[NOTARY SEAL]

Notary Public

My Commission Expires:

*NOTE: O.C.G.A. 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number.

[Page 1 of 2]

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back).

- United States passport or passport card
- United States military identification card
- Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card

- Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

- Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

- Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.

- Passport issued by a foreign government

- Free and Secure Trade (FAST) card

- NEXUS card

- United States Permanent Resident Card or Alien Registration Receipt Card

- Employment Authorization Document that contains a photograph of the bearer.

- Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]

- Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]



BID BOND

(Turn this form in with the bond)

STATE OF GEORGIA

COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENT, that we, _____

_____, as Principal, and

_____, as Surety, are held and firmly bound unto Dawson County, Georgia in the sum of _____ Dollars (\$ _____) lawful money of the United states, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the County a Proposal for:

RFP #356-19 Debris Monitoring Services

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within fifteen days (15) days after receipt of conformed Contract Documents, execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the County and executed a sufficient and satisfactory Performance Bond and Payment bond payable to the County, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the County, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all to the foregoing requirements within the time specified above, immediately pay to the aforesaid County, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provisions of Section 23-1705 et seq of the Code of Georgia, as amended by the Act approved February 27, 1956, and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20_____.

PRINCIPAL: _____

Signed and sealed in the presence of:

By: _____

Title: _____
(Seal)

1. _____
 2. _____
-

SURETY: _____

Signed and sealed in the presence of:

By: _____

Title: _____
(Seal)

1. _____
2. _____



Dawson County Board of Commissioners
“VOLUNTARY” Title VI Statistical Data Form

Used for Government Monitoring Purposes

Dawson County Board of Commissioners is committed to broad-based competition on all proposals. We are gathering the following information for recordkeeping in compliance with federal regulations. All information will be considered strictly private and confidential and will be used for Title VI of the Civil Rights Act of 1964 purposes only. Your responses are strictly voluntary and will help in developing and monitoring nondiscrimination enforcement programs. This form is not part of the bid document and has no emphasis on decision of award, if you prefer not to reply that is acceptable. **Failure to complete this form will not affect your chances of award.** Your cooperation is appreciated.

Instruction for submission: DO NOT INCLUDE WITH BID PROPOSAL. Form should be submitted separately in a non-identifying envelope addressed to the Dawson County Purchasing Department, 25 Justice Way, Suite 2223, Dawsonville, GA 30534. Please write in bid name and number for project tracking purposes.

RFP #356-19 DEBRIS MONITORING SERVICES

Please place an “X” on the line that apply

Owner Gender: Male Female
 Owner Race/Ethnicity: White/Caucasian Hispanic or Latino
 Black or African American American Indian or Alaska Native
 Native Hawaiian or Asian
 Other Pacific Islander Two or More Races

Disability: Any person who (1) has a physical or mental impairment that substantially limits one or more major life activities (2) has a record of such impairment; or (3) is regarded as having such impairment.

Yes No

Minority Owned Business: Yes No

Disadvantaged Business Enterprise (DBE) Company? Yes No

Number of Employees: _____

Staff Race/Ethnicity Make-up: White/Caucasian Hispanic or Latino
 Black or African American American Indian or Alaska
 Native Hawaiian or Asian
 Other Pacific Islander Two or More Races

Dawson County Government is committed to serve the public efficiently, preserve our heritage, safeguard the environment, protect citizens and improve the quality of life.

CONTRACT NUMBER: 354-19

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

RFP #354-19 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER

This Agreement is made and entered into this _ day of, by and between Dawson County, a political subdivision of the State of Georgia, (hereinafter referred to as the "Owner") and, (hereinafter referred to as the "Consultant") under seal for all professional services called for in the Dawson County **Request for Proposal ##354-19 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER**; and for furnishing materials, labor, and equipment necessary for job description as listed in the specifications and proposed by the Consultant.

In consideration of the mutual promises, covenants, and payment set forth herein and for other good and valuable consideration, the County and Consultant agree to perform in accord with the terms of this Agreement.

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Consultant, consists of the Contract Documents and shall be effective on the date this Agreement is executed by the last party to execute it. If any items in the Contract conflict with the law of the State of Georgia law, law of the State of Georgia shall prevail.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Document, the **Request for Proposal ##354-19 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER** and all addenda, all Change Orders issued hereafter, and any other amendments executed by the parties hereafter. Documents not enumerated in this paragraph are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract constitutes the entire and exclusive agreement between the Owner and the Consultant with reference to the Scope of Work. Specifically, but without limitation, this Contract supersede all prior written or oral communications, representations and negotiations, if any, between the Owner and Consultant.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Consultant.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Consultant for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.6 Ownership of Contract Documents

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Consultant shall have the right to keep one record set of the Contract Documents upon completion of the work; provided, however, that in no event shall Consultant use, or permit to be used, any or all of such Contract Documents on other work without the Owner's prior written authorization.

1.7 Unobligated Funds

1.7.1 This Agreement shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

ARTICLE II

CONTRACT DEFINITIONS

The following terms shall have the following meanings whether in the singular or in the plural:

2.1 Agreement Execution. The Agreement Execution means the date both parties execute this Agreement.

2.2 Contract. The word contract has the identical meaning as the word Agreement.

2.3 Contract Documents. The contract documents consist of this Agreement between the County and the Consultant, the request for proposals, addenda issued before the execution of this Agreement, the Consultant's statement of proposal and required response forms, change orders and modifications issued after execution of this Agreement, a written amendment to this Agreement signed by both parties, and a supplemental Agreement in the form of change work order signed by both parties.

2.4 Contract Price. The contract price means the total monies, adjusted in accordance with any provision set forth herein, payable to the Consultant pursuant to a change work order or a supplemental Agreement.

2.5 Contract Time. The contract time means the period of time stated herein for completion of work.

2.6 Cost of Work. The cost of work means the fixed price or estimated cost necessary to perform the work described in the scope of work or any change work order.

2.7 County. The County means Dawson County, Georgia, a political subdivision of the State of Georgia.

2.8 Deliverables. Deliverables means all reports, drawings, plans, designs, and other documents prepared by the Consultant identified in the scope of work as deliverable to the County.

2.9 Drawings. The drawings, if any, shall be the graphic and pictorial portions of the contract documents whether completed or partially completed.

2.10 Liaison. Liaison means the representative of the County who shall act as a liaison between the County and the Consultant for all matters pertaining to this Agreement including review of Consultant's plans and work.

2.11 Multi-year Contract. Multi-year contract means a contract for the purchase of supplies or services for more than one (1), but not more than five (5), fiscal years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Consultant if appropriations are not made.

2.12 Project. Project means a task or set of tasks assigned pursuant to the Scope of Work and/or a Change Work Order.

2.13 Specifications. Specifications mean the written technical provisions including all appendices thereto, both general and specific, which form part of the contract documents.

2.14 Sub-consultant. A sub-consultant means any person, firm, partnership, joint venture, company, corporation or entity with an Agreement with the Consultant or Consultant's sub-consultants to provide part of the work required by a change work order.

2.15 Change Work Order. A Change Work Order shall mean a written order to the Consultant executed by the County, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order.

2.16 Work. The work means any and all obligations, duties and responsibilities, including furnishing equipment, consulting, design, labor, and any other service or thing necessary to the successful completion of the project assigned to or undertaken by the Consultant under this Agreement or change work order.

2.17 Term of Agreement. Term of Agreement means a fixed duration that the contract will be in effect. The signing parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract or if the contract is terminated as specified herein.

ARTICLE III

THE WORK

3.1 Scope of Work

3.1.1 The Consultant shall perform all of the Work required, implied or reasonably inferable from this Contract, all in accordance with scope of service, amendments and the Consultants response to the RFP document and in accordance with the with the terms of this agreement.

3.1.2 The term "Work" shall mean whatever is done by or required of the Consultant to perform and complete its duties under this Contract, including the following: design of the whole or a designated portion of the Project; furnishing of any required insurance; provision of required certifications and documentation of associated testing results, if required in the RFP; provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Consultant, fuel, heat, light, cooling and all other utilities as required by this Contract. The work to be performed by the Consultant is generally described in Exhibit "A":

ARTICLE IV

CONTRACT TIME

4.1 Time and Liquidated Damages

4.1.1 The Consultant shall complete the work within time specified in the RFP upon receipt of the notice to proceed.

4.1.2 The Owner reserves the right to insert a liquidated damages provision in any change work order.

4.2 Substantial Completion

4.2.1 "Substantial Completion" shall mean that state in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the work and can utilize the work for its intended purpose.

4.3 Time is of the Essence

4.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE V

CONTRACT PRICE

5.1 The Contract Price

5.1.1 The Owner shall pay the Consultant the fee calculated in accord with "Exhibit B" and set forth in the project specified within as the Fee Proposal for RFP. The Consultant and Owner shall periodically review project progress and schedules to insure timely completion of work and to determine the status of the estimated project budget.

5.2.1 The Consultant agrees that the Consultant shall not be compensated for customary overhead items that are not referenced within "Exhibit B". The parties agree that the Owner shall review and approve any proposed billing rate adjustments of the Consultant before any such billing rate adjustments shall be implemented.

ARTICLE VI

PERSONNEL OF THE CONSULTANT

6.1 Personnel

6.1.1 The Consultant shall employ and assign only qualified and competent personnel to perform any service or task involved in the Project. The Consultant shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Consultant's authorized representative, who shall be authorized to receive and accept any and all communications from the Owner.

6.1.2 The Consultant hereby agrees to replace any personnel or sub-consultant at no cost or penalty to the Owner, if the Owner reasonably determines that the performance of any personnel sub-consultant is unsatisfactory.

6.2 Personnel, Sub-Consultants and Suppliers

6.2.1 *Terms of Subcontracts.* All sub-contracts and purchase orders with sub-consultants shall afford Consultant rights against the sub-consultant that correspond to those rights afforded to the Owner against the Consultant in accord with the terms of this Agreement, including the right to suspend or terminate the sub-contract. Further, the parties hereto agree that no relationship of agency or employment or otherwise shall be created between the Owner and any sub-consultant of the Consultant, and the Consultant shall insert a provision to this effect within all sub-contracts between the Consultant and any sub-consultant.

6.2.2 The Consultant shall remain responsible to the County for all acts, defaults, omissions or negligence of the Consultant's sub-consultants and suppliers. At the term of this Contract, the Consultant shall submit Exhibit "C" to the Purchasing Manager.

6.3 Notice of Personnel Changes

6.3.1 The Consultant key personnel identified within the statement of qualifications/proposal as submitted with Consultant's Technical Proposal shall not be changed or substituted without the prior written approval of the Owner.

ARTICLE VII

PAYMENT TO THE CONSULTANT

7.1 Payment

7.1.1 The Owner shall pay to the Consultant on the basis of an executed task work order, and all invoices submitted by the Consultant shall be detailed to reflect the hours per task by personnel category and employee name at the billing rates referenced in "Exhibit B" and incorporated herein by reference. The billing rate shall include any other direct expenses. The Consultant shall not be entitled to payment for overtime. Invoices shall be paid per Owner policies and procedures, which is typically 30 calendar days from receipt. If any dispute arises regarding an invoice, then the Consultant may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice, which will be paid pursuant to Owner policies and procedures. The

disputed portion of the invoice shall be paid upon resolution of the dispute. After completion by the Consultant of the work, the Owner shall pay the Consultant all outstanding invoices. The Consultant agrees that acceptance of final payment shall be full and final settlement of all claims against the Owner for work completed or performed, materials furnished, costs incurred, or otherwise arising out of a change work order, and shall release the Owner from any claim from the Consultant resulting from such change work order and project.

7.1.2 The Consultant warrants that upon submittal of an Application for Payment, all work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Consultant or any other person or entity whatsoever. The Consultant shall promptly pay each Sub-Consultant out of the amount paid to the Consultant on account of such Sub-Consultant's work, the amount to which such Sub-Consultant is entitled. In the event the Owner becomes informed that the Consultant has not paid a Sub-Consultant as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Consultant of amounts otherwise due hereunder naming the Consultant and such Sub-Consultant as joint payees.

7.1.3 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any work not in compliance with this Contract.

7.2 Withheld Payment

7.2.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Consultant to protect the Owner from loss because of:

- a) Claims of third parties against the Owner;
- b) Failure by the Consultant to pay Sub-Consultants or others in a prompt and proper fashion;
- c) Evidence that the balance of the work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price;
- d) Evidence that the work will not be completed in the time required for substantial or final completion;
- e) Persistent failure to carry out the work in accordance with the Contract; or
- f) Damage to the Owner or a third party to whom the Owner is, or may be, liable

7.3 Completion and Final Payment

7.3.1 When all of the work is finally complete and the Consultant is ready for a final inspection, Consultant shall notify the Owner in writing. Thereupon, the Owner will make final inspection of the work and, if the work is complete in compliance with this Contract and this Contract has been fully performed, then the Consultant will promptly issue a final Application for Payment certifying to the Owner that the Project is complete and the Consultant is entitled to the remainder of the unpaid Contract Price, less any amount

withheld pursuant to this Contract. Consultant will return Exhibit "C" to the Purchasing Manager at 25 Justice Way, Suite 2223, Dawsonville, Georgia 30534 at time of final Application for Payment.

7.3.2 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Consultant except for those claims previously made in writing against the Owner by the Consultant, pending at the time of final payment, and identified in writing by the Consultant as unsettled at the time of its request for final payment, as attested to in Exhibit "C".

ARTICLE VIII

THE OWNER

8.1 Information, Services and Things Required From Owner

8.1.1 The Owner shall furnish to the Consultant, at the time of executing this Contract, any and all written and tangible material in its possession that are necessary to facilitate the completion of this project in a timely manner, if any.

8.2 Right to Stop Work

8.2.1 If the Consultant fails or refuses to perform the work in accordance with this Contract, the Owner may order the Consultant to stop the work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that work be resumed. In such event, the Consultant shall immediately obey such order. The stop work order referenced herein must be in writing and must specify in detail the alleged failure of the Consultant in accordance with the contract documents.

8.3 Owner's Right to Perform Work

8.3.1 If the Consultant's work is stopped by the Owner under Paragraph 8.2 and the Consultant fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Consultant, proceed to carry out the subject work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Project Manager's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, then the Consultant shall pay the difference to the Owner.

8.4 Suspension and Termination

8.4.1 If the County directs a suspension of performance because of no fault of the Consultant, then the County agrees to pay the Consultant as full compensation for such suspension the Consultant's reasonable costs actually incurred and paid costs, of demobilization and remobilization, preserving and protecting work in place, and storage of materials or equipment purchased for the project.

8.4.2 If the County lifts the suspension of performance, then the County shall notify the Consultant in writing, and the Consultant shall promptly resume performance of the work order unless the Consultant has exercised its right of termination.

ARTICLE IX

THE CONSULTANT

9.1 The Consultant shall perform the work strictly in accordance with this Contract.

9.2 The Consultant shall supervise and direct the work using the Consultant's best skill, effort and attention. The Consultant shall be responsible to the Owner for any and all acts or omissions of the Consultant, its employees, Sub-Consultants, and others engaged in the work on behalf of the Consultant.

9.3 Warranty

9.3.1 The Consultant warrants to the Owner that all labor furnished to progress the work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the work will be of good quality, free from faults and defects and in strict conformance with this Contract. All work not conforming to these requirements may be considered defective. The Consultant shall use that degree of skill and care ordinarily exercised under similar conditions by reputable members of Consultant's profession practicing in the same or similar locale at the time of performance and in compliance with the Project at issue.

9.4 The Consultant shall comply with all lawful requirements applicable to the work and shall give and maintain any and all notices required by applicable law pertaining to the work.

9.5 Cleaning the Site and the Project

9.5.1 The Consultant shall keep the site reasonably clean during performance of the work as stipulated in the RFP document. Upon final completion of the work, the Consultant shall clean the site and the Project and remove all waste, together with all of the Consultant's property.

9.6 Access to Work

9.6.1 The Owner and the Project Manager shall have access to the work at all times from commencement of the work through final completion. The Consultant shall take whatever steps necessary to provide access when requested.

9.7 Indemnity

9.7.1 The Consultant hereby agrees to indemnify and hold the County harmless to the fullest extent permitted by law from any and all claims, liability, damages, loss, cost and expense of every type whatsoever, including without limitation reasonable attorneys' fees and expenses in connection with the Consultant's performance of this Agreement, to the extent that the same results from the (1) negligent act, error or omission or willful misconduct of the Consultant, Sub-Consultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, or (2) the breach by the Consultant of any material provision of this Agreement.

9.7.1.2 The Consultant shall initiate a Notice of Claim or dispute against the Owner arising out of or related to this Contract or any change work order issued pursuant to this contract through a written notice

submitted to the Owner. Such written notice shall be received by the Owner no later than seven (7) days after the event or the first appearance of the circumstances causing the claim and shall set forth in detail all known facts and circumstances supporting the claim. The Consultant hereby agrees and acknowledges that if the Consultant fails to provide written notice of a claim as set forth herein, then such failure shall constitute a waiver of any claim for additional compensation or time extension related thereto. In claims against any person or entity indemnified under this Paragraph 9.7 by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 9.7 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE X

CONTRACT ADMINISTRATION

10.1 Administration

10.1.1 The Dawson County Project Manager shall be the Owner's representative from the effective date of this Contract until final payment has been made for work site operations. Any and all change orders must be submitted through the Dawson County Project Manager to the County Manager. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

10.1.2 The Owner and the Consultant shall communicate with each other in the first instance through the Project Manager for all site work.

10.1.3 The Owner's Representative shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance by the Consultant.

10.1.4 The Owner's Representative shall have authority to reject work that is defective or does not conform to the requirements of this Contract.

10.1.5 The Owner's Representative will review the Consultant's Applications for Payment and will certify those amounts then due the Consultant as provided in this Contract.

10.1.6 The Owner's Representative, shall, upon request from the Consultant, conduct inspections to determine the date of final completion, will receive records, written warranties and related documents required by this contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

10.2 Claims by the Consultant

10.2.1 All Consultant claims shall be initiated by written notice and claim to the Owner at the attention the Purchasing Department. Such written notice and claim must be furnished within seven (7) days after occurrence of the event or the first appearance of the condition giving rise to the claim.

10.2.2 Pending final resolution of any claim of the Consultant, the Consultant shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Consultant in

accordance with this Contract. The resolution of any claim under this paragraph 9.7 shall be reflected by a Change Order executed by the Owner and the Consultant.

10.2.3 *Claims for Additional Time*

10.2.3.1 If the Consultant is delayed in progressing any task, which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting on the Owner's behalf or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Consultant's control, then the date for achieving completion of the work shall be extended upon the written notice and claim of the Consultant to the Owner's Representative for such reasonable time as the Owner's representative may determine. Any notice and claim for an extension of time by the Consultant shall be made not more than fifteen (15) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Consultant's basis for requiring additional time in which to complete the Project.

10.2.4 *Claims for Weather Delays*

10.2.4.1 Claims for weather delays shall not be considered unless work is not feasible for more than one-half of a day due to weather conditions. Claims for weather delays shall not be considered for Sundays unless the Consultant consistently works on Sundays prior to the claim. Weather Days are to be turned in within four weeks of the occurrence.

10.2.5 *Excusable Delays*

10.2.5.1 The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due: (a) To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; (b) To any acts of the Owner; (c) To causes not reasonable foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, and cyclones; and (d). To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (a) (b) and (c) or this subparagraph "d".

Provided, however, that the Contractor promptly notified the Owner within ten (10) days of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If upon the basis of the terms of this contract the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

ARTICLE XI

CHANGES IN THE WORK

11.1 Changes Permitted

11.1.1 *County's Right to Order Changes.* The County may unilaterally make changes in the services or the work within the general scope of the project, which may consist of additions, deletions or revisions. Any change order shall mean a written order to the Contractor executed by the Owner issued after the execution of this Contract and Agreement authorizing and directing a change in services. The price and time may be changed only through a change order. If the change order requires additional services or directs the omission of certain services covered by this Contract, then an equitable adjustment in price shall be made, but any claim for any such adjustment shall be asserted within thirty (30) days of receipt of the written change order. Change Orders are to be processed through the Dawson County Project Manager with the County Manager's signature required as authorization. All Change Orders must be processed by the County Purchasing Manager on the issued Project Purchase Order for record.

11.1.2 Changes in the work shall be performed under applicable provisions of this Contract and the Consultant shall proceed promptly with such changes.

11.2 Change Order Defined

11.2.1 Change Order shall mean a written order to the Consultant executed by the Owner, issued after execution of this Contract, authorizing and directing a change in the work or an adjustment in the Contract Price or the Contract Time. The Contract Price and the Contract Time may be changed only by Change Order. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3 Changes in the Contract Price

11.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Consultant as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Consultant's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Consultant, then as provided in Subparagraph 11.3.2 below. Acceptance of the change order will be reflected on the project purchase order issued by the Purchasing Manager.

11.3.2 If no mutual agreement occurs between the Owner and the Consultant as contemplated in Subparagraph 11.3.1 above, the change in the Contract Price, if any, shall then be determined by the Owner on the basis of the reasonable expenditures or savings of performing, deleting or revising the work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Consultant shall present, in such form and with such content as the Owner requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order.

ARTICLE XII

CONTRACT TERMINATION

12.1 Termination by the Consultant

12.1.1 If the work is stopped for a period of ninety (90) days by an order of any court or other public authority or as a result of an act of the Government, through no fault of the Consultant or any person or entity

working directly or indirectly for the Consultant, the Consultant may, upon ten (10) days' written notice to the Owner, terminate performance under this contract and recover from the Owner payment for the actual reasonable expenditures of the Consultant for all work executed.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Consultant for a period of thirty (30) days after receiving written notice from the Consultant of its intent to terminate hereunder, then the Consultant may terminate performance under this Contract by written notice to the Owner. In such event, the Consultant shall be entitled to recover from the Owner as though the Owner had terminated the Consultant's performance under this Contract for convenience pursuant to Subparagraph 12.2.1.

12.1.3 The Consultant may terminate this Agreement with the County by providing thirty (30) calendar days written notice. The Consultant shall continue until completion of any outstanding work orders or other ongoing projects unless otherwise agreed by the County, even if the Consultant must work to extend beyond the effective date of termination.

12.2 Termination by the Owner

12.2.1 *for Convenience*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Consultant for convenience. The Owner shall give written notice of such termination to the Consultant specifying when termination becomes effective, which shall be a minimum of thirty (30) days from the written notice.

12.2.1.2 The Consultant shall incur no further obligations in connection with the work and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Consultant to assign the Consultant's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Consultant shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has.

12.2.1.4 The Consultant shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, then the Owner shall pay the Consultant an amount derived in accordance with subparagraph (b) below.

(a) The Owner and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.

(b) Absent agreement of the amount due to the Consultant, the Owner shall pay the Consultant the following amounts:

- i. Contract prices for labor, materials, equipment and other services accepted under this Contract;

- ii. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Consultant would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included, and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- iii. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof;
- iv. The total sum to be paid the Consultant under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.3.2 *for Cause*

12.3.2.1 If the Consultant persistently or repeatedly refuses or fails to prosecute the work in a timely manner, supply enough properly skilled workers, supervisory personnel or proper equipment or materials, or it fails to make prompt payment to Sub-Consultants or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may by written notice to the Consultant, without prejudice to any other right or remedy, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Consultant and may finish the work by whatever methods it may deem expedient. In such case, the Consultant shall not be entitled to receive any further payment until the work is finished.

12.3.2.2 If the unpaid balance of the Contract Price exceeds the cost of finishing the work, such excess shall be paid to the Consultant. If such costs exceed the unpaid balance, then the Consultant shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

12.3.2.3 In the event the employment of the Consultant is terminated by the Owner for cause pursuant to subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII

INSURANCE

13.1 Consultant's Insurance Requirements

13.1.1 The Consultant shall maintain in full force and effect at all times during the Contract period Comprehensive General Liability in an amount equal to One Million (\$1,000,000.00) Dollars; Automobile Insurance in an amount equal to Five Hundred Thousand (\$500,000) Dollars; Professional Liability Insurance in an amount of Two Hundred Fifty Thousand (\$250,000.00) per claim and Five Hundred Thousand (\$500,000.00) aggregate.

13.1.2 The Consultant shall provide to the Owner Certificates of Insurance naming the Owner as additional insured party under the policy or policies of all Insurance as required by Paragraphs 13.1.1, 13.1.4 and 13.1.5.

13.1.3 The insurance policy or policies as aforesaid shall provide that thirty (30) days written notice be given to the Owner prior to cancellation thereof.

13.1.4 The Consultant shall maintain in full force and effect at all times during the Contract period Workers' Compensation Insurance as provided by Georgia law in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

13.1.5 The Consultant shall maintain in full force and effect at all times during the Contract period all other Professional Insurance policies as required in the RFP document.

13.1.6 Contractor agrees to protect, defend, indemnify and hold harmless the County, the County's commissioners, agents and employees from and against any liability, damage, claim, including attorney fees and expenses of litigation, suit, lien, and judgment for injuries to or death of any person or damage to property or other rights of any person caused by the Contractor, the Contractor's employees, servants, agents or subcontractors. The Contractor's obligation to protect, defend, indemnify, and hold harmless extends to any claim for the alleged infringement of any patent, trademark, copyright, or any actual or alleged unfair competition, disparagement of product or service, or other business tort or any actual or alleged violation of trade regulations arising out of the performance of Contractor's duties in accord with this Contract, as well as any other claim. The Contractor shall maintain worker's compensation and comprehensive general liability insurance in such form as to protect Contractor and the County with the County being named as an additional insured for any claims for damages or bodily injury, including death and damage to property that may arise from acts or omissions of Contractor under this Contract.

ARTICLE XIV

MISCELLANEOUS

14.1 Governing Law

14.1.1 The parties agree that this Agreement shall be construed with and is to be governed by the law of the State of Georgia and venue for any dispute shall be Dawson County, Georgia

14.2 Successors and Assigns

14.2.1 The Owner and Consultant bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Consultant shall not assign this Contract without written consent of the Owner.

14.3 Severability

14.3.1 The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any provision shall not affect the validity of any other provision of this Agreement.

14.4 Merger

14.4.1 The parties agree that the terms of this Agreement, include the entire Agreement between the parties and that no other representation either oral or written may be used to contradict the terms of this Agreement. If there is any conflict between the terms of the contract documents, the latter shall prevail and take precedence.

14.5 Confidential Information

14.5.1 While performing services for the Owner, the Contractor shall not disclose any confidential business information that may become known to the Contractor. Personnel acting on behalf of the Contractor shall be instructed to not remove any of the Owner's documents or materials and to not disclose any confidential information to any persons other than Owner personnel, unless written authorization from the Owner is provided.

All documents and materials prepared pursuant to the RFP and this Contract shall be the property of Dawson County. The Owner shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared in accord with the terms of this Contract and Agreement.

14.6 Litigation and Arbitration

14.6.1 The Owner and the Contractor agree to resolve through negotiation, mediation or arbitration any disputes between the parties arising out of or relating to this Contract and Agreement. If the parties do not resolve the dispute through negotiation and do not agree to mediation, then arbitration shall be the exclusive and final method of resolving any disputes related to this agreement. Arbitration proceedings shall be in accord with O.C.G.A. § 9-9-1, the Georgia Arbitration Code. Venue for any litigation arising for arbitration shall be the Superior Court of Dawson County, Georgia. A demand for arbitration shall be made within a reasonable term after the claim, dispute or other matter in question occurs but, not later than one-hundred eighty (180) days after such claim, dispute or other matter.

14.7 Condition Precedent – Litigation

14.7.1 This Contract shall be governed by the Laws of the State of Georgia. The Consultant hereby agrees that as a condition precedent to the filing of any legal action against the Owner arising out of or related to this Agreement, the Consultant shall first provide the Owner thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to the action and a description of all anticipated claims and causes of action to be asserted.

14.8 Term of Agreement

14.8.1 The term of a Contract awarded as a result of the RFP shall be from the time the Proposal is awarded until delivery and acceptance of the work solicited by Dawson County.

14.9 Multi-year Contract

14.9.1 This Contract and Agreement shall not be eligible for multi-year renewal and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which this Contract is executed and at the close of each succeeding calendar year for which the Contract may be renewed.

14.9.2 This Contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the terms of this Contract or any renewal.

14.10 Surety Bonds

14.10.1 The Contractor shall furnish separate payment and performance bonds, Exhibits “D” and “E”, to the Owner. Each bond shall set forth a penal sum in an amount not less than the contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the payment bond and the performance bond shall be deemed increased by like amount. The payment and performance bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner.

14.12 Notices

14.12.1 Any notice to be given in accord with the terms hereof may be effected either by personal delivery, by registered or certified mail, postage prepaid with return receipt requested, or by recognized overnight delivery service. Notice shall be delivered as follows:

Owner: Consultant:

Dawson County Board of Commissioner

Attn: Melissa Hawk Attn:

25 Justice Way, Suite 2223

Dawsonville, GA 30534

Phone: 706-344-3500 ext. 42223

Email: mhawk@dawsoncounty.org

IN WITNESS WHEREOF, the Undersigned have set their hands and seals on the day and date appearing below the signatures of their authorized representatives.

OWNER:
DAWSON COUNTY, GEORGIA

CONSULTANT:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: County Clerk

Title: _____

EXHIBIT "A"
SCOPE OF WORK

- End of Exhibit "A"-

EXHIBIT "B"
PROJECT PRICE PROPOSAL FORM

-End of Exhibit "B"

EXHIBIT "C"

AFFIDAVIT OF PAYMENT OF CLAIMS

(SUBMIT TO THE PURCHASING MANAGER AT TME OF FINAL INVOICE)

_____ this _____ day of _____,

20_____ appeared before me _____, a Notary Public, in

and for _____, and being by me first duly sworn states that all

sub-consultants and suppliers of labor and materials have been paid all sums due them to date for work

performed or material furnished in the performance of the contract between:

Dawson County Board of Commissioners and _____(Consultant), last signed

_____, 20___ for the RFP #354-19 Consultant Services for 53 Corridor Overlay and

Development and Design Guidelines 400 Corridor Update.

BY:_____

TITLE:_____

DATE:_____

Subscribed and sworn to before the _____ day of _____, ____

My commission expires on the _____ day of _____, ____

NOTARY PUBLIC
(Notary Seal)

EXHIBIT "D"
PAYMENT BOND

STATE OF GEORGIA
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (herein after known as "Contractor"), and we _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **and _____/100 Dollars** (_____) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of _____ **and _____/100 Dollars** (_____) for the **RFP #356-19 Debris Monitoring Services** as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____ as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service

shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its duly authorized officers, on this _____ day of _____, _____ Executed in two (2) counterparts.

CONTRACTOR:

Company

Print Authorized Representative

Signature

Title

Title: _____

(Seal)

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

SURETY:

Surety

Print Authorized Representative

Signature

Title

Signed, sealed and delivered
in the presence of:

(Seal)

1. _____

2. _____

-Payment Bond to Follow-

EXHIBIT "E"
PERFORMANCE BOND

STATE OF GEORGIA
COUNTY OF DAWSON

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, (herein after known as "Contractor"), and we _____, as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Dawson County, Georgia for the use and benefit of those entitled thereto in the sum of **and _____/100 Dollars** (_____) for the payment of which will and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION BOND IS THIS:

WHEREAS, the County has engaged the said Contractor for the sum of _____ **and _____/100 Dollars** (_____) for the **RFP #356-19 Debris Monitoring Services**, as more fully appears in a written Agreement bearing the same project title, a copy of which Agreement is by reference hereby made a part thereof.

NOW, THEREFORE, if a said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify and save harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner such default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed thereunder, or the Specifications accompanying the same shall in any way affect the obligations under this obligation or bond, and notice is hereby waived of any such change extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Sections 36-10-1 et seq and 36-91-50 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOFF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, but its duly authorized officers, on this _____ day of _____, _____ Executed in two (2) counterparts.

CONTRACTOR:

Company

Print Authorized Representative

Signature

Title

Title: _____

(Seal)

Signed, sealed and delivered
in the presence of:

1. _____

2. _____

SURETY:

Surety

Print Authorized Representative

Signature

Title

Signed, sealed and delivered
in the presence of:

(Seal)

1. _____

2. _____

-Performance Bond to Follow-

-Certificate of Insurance to Follow-