



**DAWSON COUNTY GOVERNMENT
REQUEST FOR PROPOSALS
FOR ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE SENIOR SERVICES CENTER
(CONSTRUCTION PHASE WILL BE PARTIALLY SUPPORTED BY CDBG FUNDS)**

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

FEBRUARY 14, 2018, AT 10:30AM, EST

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

RFP #306-18

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: JANUARY 12, 2018

**DAWSON COUNTY BOARD OF COMMISSIONERS
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DAWSON COUNTY, GEORGIA
REQUEST FOR PROPOSALS FOR ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE SENIOR SERVICES CENTER

SECTION I – GENERAL OVERVIEW

A. PURPOSE

Dawson County Purchasing Department is soliciting **sealed** proposals from qualified individuals/firms who specialize in architectural, engineering, and project management services, with CDBG project experience, to design a second activity center, to be located at 201 Recreation Road, Dawsonville, GA 30534. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed under Section II and include, but not limited to, design, preparing estimated costs schedules, preparing construction bid scope of work and plans, and project management of a premier senior services facility.

Portions of this project may be funded in whole or in part by the Community Development Block Grant Program (CDBG). Some of the federal CDBG requirements will apply to the contract. Proposers on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin and, the provisions as stated within this document for disability accessibility and the Georgia Energy Code. The CDBG application is being completed at this time and portions will be available for review by contacting Melissa Hawk at mhawk@dawsoncounty.org

Proposers must also make positive efforts to use small and minority-owned business and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

All contractors claiming a Preference in contracting by meeting any of the three qualifications including: a 51% Resident Owned Business, Hiring/Employing 30% of New Hires, and/or sub-contracting at least 25% of their total award to a Section 3 Concern, shall maintain that status throughout the life of the contract. Failure to meet this requirement will result in penalties up to and including contract termination.

To be considered for a contract award exceeding \$100,000, the entire solicitation package must be satisfactorily completed and submitted prior to award. In order to claim a preference for a contract award exceeding \$100,000, the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification portions of the solicitation package must be satisfactorily completed and submitted at the time of submission of a bid/proposal.

For Section 3 Covered Assistance of \$100,000 or less, the solicitation package must be made available to bidders/offerors in accordance with DCA's Section 3 Policy; however, bidders/offerors are not required to submit the solicitation package unless a preference is being claimed. In this case, only the Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification must be completed at the time of submission of a bid/proposal

Any bid/proposal claiming a preference must include the completed and signed Section 3 Self-Certification and Action Plan and the Section 3 Business Concern Self Certification, and be submitted by the bid/proposal deadline.

B. INFORMATION TO PROPOSERS

1. RFP TIMETABLE

The anticipated schedule for the RFP is as follows:

RFP Released	
Pre-Bid Conference Meeting	N/A
Deadline for questions to Dawson County to mhawk@dawsoncounty.org	January 29, 2018, at 1:00PM, EST
Deadline for Addenda posted on www.dawsoncounty.org under Bids & RFPs	February 1, 2018, at 3:00PM, EST
Submittal deadline	February 14, 2018 at 10:30AM, EST
Tentative Award Date	March 15, 2018, at 6:00PM, EST

Chart 1

There will **not** be a pre-proposal meeting for this solicitation.

2. 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 four (4) copies of the technical proposal and one (1) original price proposal must be received by, **FEBRUARY 14, 2018, AT 10:30AM, EASTERN STANDARD TIME**. The price proposal must be submitted in a **separate** sealed envelope stating on the outside, the proposer's name, address, the solicitation number **#306-18 A&E SERVICES FOR SENIOR SERVICES CENTER PRICE PROPOSAL**. If any price is referenced in the technical proposal, the submission will be disqualified and will not be evaluated. The complete submittal (price and technical) must contain the proposer's name, address and the solicitation number **#306-18 A&E SERVICES FOR SENIOR SERVICES CENTER** and shall 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 delivered to the above address ONLY between the hours of 8: 00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit www.dawsoncounty.org.

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.

3. **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.

4. 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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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).

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 A&E agrees as follows:

- a. The A&E 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 A&E. The A&E agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The A & E, in all solicitations or advertisements for employees placed by or on behalf of the A & E, will state that such A&E 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 A&E 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.

17. 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 A&E 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 A&E 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, an A&E 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 A& E's proposal will result in immediate disqualification as required by the Georgia Security and Immigration Compliance Act.

18. SECTION 3 CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968 –

Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD ACT of 1968; 24 CFR 135)

1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S .C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project to be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3) The contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4) The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the letter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5) Compliance with the provisions of Section 3, the regulations set forth in the 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of Section 3 apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

7) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

Section 3 Contract Non-Compliance Cure /Termination Processes

This language is a component of contract compliance with the work to which you are responding in this solicitation. The full requirements are provided in the Section 3 Clause found elsewhere in this package and in DCA's Section 3 Policy for Covered HUD Funded Activities. Any recipient, sub-recipient or contractor claiming Preference must be in compliance prior to issuance of a notice to proceed by DCA, recipient, sub-recipient, or contractor based on the policies established for the applicable DCA funding program. This preference can be met by any of the three qualifications:

1. Resident Owned Businesses (ROBs) owned and operated at 51% by Section 3 Residents.
2. Businesses that employ Section 3 residents at no less than 30% of the contractors aggregate full time staff.
3. Contractors that at the time of bid show evidence (meaning the specific name and preference met) of their intent to award no less than 25% of their total award to Section 3 business concerns.

The recipient, sub-recipient or contractor must maintain compliance throughout the life of the contract. The contractor understands and agrees that a compliance

management firm may be used to conduct routine and certified payroll reviews to ensure compliance. The Contractor agrees to provide the payroll data in an Excel or Word format each time the payroll is processed throughout the contract.

Failure to meet the Section 3 requirements will result in penalties up to and including contract termination. Any contractor triggering the regulation by doing any hiring or contracting once they are awarded the contract through execution must comply with the Section 3 requirements by executing the efforts on their Certification and Action Plan in accordance with DCA's Section 3 Policy.

DCA, the recipient, sub-recipient or contractor shall execute these remedies to achieve compliance in this order:

NON-COMPLIANCE CURE PROCESS

A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10 business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.

B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for noncompliance.

If DCA, the recipient, sub-recipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.

NON-COMPLIANCE TERMINATION PROCESS

If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns. DCA, the recipient, sub-recipient, or the contractor will hold all funds due to the violating party until such time that a financial workout is completed.

Section 3 Solicitation Overview and Instructions for Contractors

The DCA Section 3 Policy requires that, when the **Section 3 regulation is triggered**, every effort within the contractor's disposal must be made, to the greatest extent feasible, to offer all available employment and contracting opportunities to Section 3 residents and Section 3 businesses based on the compliance methods below.

All Contracts and All Contractors must meet Section 3 compliance by:

- A. Giving notice of any and all opportunities for employment and contracting to residents of the local Public Housing Authority (PHA), and other low and very low income area residents and businesses, by posting the opportunity in community sources generally available to low income residents and the general public. Exercising a *minimum of three (3)* of the following listed sources must be completed prior to offering employment to anyone not covered by Section 3 requirements:
1. The local community newspaper
 2. The most widely distributed newspaper
 3. Company or agency website
 4. The management office of the local housing authority/homeless service agency/local low income housing community
 5. Local Workforce Board (i.e. Department of Labor)
 6. Local office of the Georgia Division of Family and Children Services
 7. Dodge Room <http://www.construction.com/dodge/dodge.asp>
 8. Other locations as approved by DCA
- B. The recipient, sub-recipient or contractor must check the HUD Section 3 Business Registry to determine if there are any Section 3 businesses in the County where the work will be performed. If there are Section 3 businesses in the County that may be able to perform the work, the recipient, sub-recipient or contractor must provide a copy of the contracting opportunity(ies) (e.g., bid notices) to the Section 3 businesses. See the HUD Section 3 Business Registry at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>.
- C. Clearly stating in notices that the position is a "Section 3 covered position under the HUD Act of 1968 and that Section 3 Residents and Business Concerns are encouraged to apply."
- D. Placing the Section 3 Clause provided in Appendix A in ALL solicitations.

- E. When possible, other activities may be done to demonstrate effort to comply with the Safe Harbor Limits. These other efforts are listed in the appendix to part 135 of the Code of Federal Regulations—24 CFR Part 135 and include:
1. Distributing or posting flyers advertising positions to be filled;
 2. Contacting the local government or housing authority for a list of residents who have expressed interest in Section 3 employment;
 3. Holding job informational meetings for residents, contractors, etc...;
 4. Contacting agencies administering HUD YouthBuild programs and requesting their assistance in recruiting HUD YouthBuild program participants for training and employment positions.
- F. Linking residents or businesses to local resources that may be available to help prepare them for applying for and achieving the opportunity.
- G. Working with DCA, the recipient, sub-recipient or contractor as applicable in developing a communication and follow up process to track and report all Section 3 applications and hiring activities to ensure the reporting of compliance efforts, and that contracting and sub- contracting are accurate. Provide preference in hiring and contracting to Section 3 applicants and contractors when employment or contracting opportunities are offered and all requirements are met and remain equal.
Contractors must:
1. Provide this package to all sub-contractors when soliciting bids for all contracts or sub- contracts;
 2. Meet all the same processes in A-E; and
 3. Provide Preference to all sub-contractors meeting the definitions as stated in Section VI of DCA’s Section 3 Policy for Covered HUD Funded Activities.
- H. In order for Preference as a Section 3 Contractor to be factored into the award decision, all elements of the solicitation criteria must be equal between contracts. This means price and all other factors must be equal. Then the contractors that elect Preference on the Certification and Action Plan form that meet that Preference criterion will be provided Preference in the award of the contract as provided in Part VI., Preferences and Eligibility of DCA’s Section 3 Policy for Covered HUD Funded Activities.

EXAMPLE:

Bill’s electrical and Sue’s Electrical bid a job where the housing authority has a budget of \$500,000. Bill bids \$480,000 and elects a Preference as a Section 3 business concern because he qualifies as a 51%

Resident Owned Business. Sue bids \$450,000 but does not elect any Preference. Both companies met all the other requirements. Sue will be awarded the contract because Bill's bid was higher.

Important items to remember about receiving preferences in contract award:

All contractors and/or subcontractors that elect a Preference and are awarded a contract must be in compliance prior to the issuance of a Notice to Proceed by DCA, the recipient, sub-recipient, or the contractor based on the policies established for the applicable DCA funding program. The contractor and/or subcontractor must maintain the elected Preference standard during the entire contract or risk having the contract terminated for failure to comply. See Section 3 Contract Non-compliance Cure/Termination Processes section above for further details. When a contractor and/or subcontractor that elected a Preference is unable to identify a Section 3 resident or a Section 3 business for employment or contracting opportunities, the contractor then *must* offer employment related training to the Section 3 residents in the county. The training must be provided according to Part VII – Other Economic Opportunities in DCA's Section 3 Policy.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

Dawson County Purchasing Department is soliciting **sealed** proposals from qualified individuals/firms who specialize in architectural, engineering, and project management services to design, with CDBG project experience, for a second activity center for the Senior Services located at 201 Recreation Road, Dawsonville, GA 30534. Individuals/firms must provide all equipment, materials and labor to complete the scope of work. Details are listed under this section and include, but not limited to, design, creating costs schedules, construction schedules, construction bid scope of work and plans, and project management of a premier senior services facility. The County does not guarantee a minimum value for this contract.

B. CONTRACT PERIOD

The term of a contract awarded as a result of this RFP shall be from award until final acceptance of project by the County.

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.

C. BACKGROUND

The County will complete the project using the Design-Bid-Build (D/B/B or Design-tender) method. The Design-Bid-Build is a project delivery system used in the construction industry. It is a method to deliver a project in which the design and construction services are contracted separately with three (3) main sequential phases which are the design phase, the bidding (or tender) phase and the construction phase.

The current Senior Services Center was built in 1992, with moderate modifications. On average, there are 80 daily participants of the many programs offered by the staff. Some of these programs include music, art, exercise, painting, congregate meals, and other various events.

- D. It is the County's intent to Contract with an A & E firm that will be responsible for designing and creating the build plans to be later used in the construction bidding and building phases.

E. SCOPE OF WORK

The below will not contain all necessary facets to complete the task. The information contained herein is to be used to develop a complete design with all the necessary components to ensure the prime construction contractor meets all the requirements as mandated in the CDBG laws, regulations and rules. Each Proposer is to include its method and requirements within the technical proposal based off the information contained within. CONCEPT PLAN AND CONCEPT GRADING PLANS BEGIN ON PAGE 117. A letter must be submitted to the Dawson County Board of Commissioners from the contracted A & E advising whether or not permits are required for this project from the following agencies: Environmental Protection Division (EPD), Georgia Department of Transportation (DOT), Georgia Soil and Water Conservation Commission (GSWCC), State Fire Marshall, Railroad, Army Corps of Engineers (ACE), others as applicable. Back up letters from all agencies must accompany the contracted A & E's letter for required permitting.

Design and Engineering Criteria: This is provided as basic design and engineering considerations and in no way is a complete listing of requirements.

BASIC INFORMATION AND REQUIREMENTS

The A & E shall prepare complete construction plans and specifications for the additional Dawson County Senior Services Center building and associated site improvements.

It is the desire for the new Dawson County Senior Center to offer classes, activities and resources to support, enhance and encourage an active healthy lifestyle while meeting the physical challenges of Dawson County Senior Citizens. The facility should be approximately 5,000 SF (PFE 1,450.0'). The building shall include, but not be limited to the following: functional entry/lobby/reception area; lounge/café/vending area; commercial kitchen with conventional oven, microwave, refrigerator and ice machine; multipurpose assembly room, safe room, staff offices, game room, smaller meeting rooms, special activity area, Alzheimer and respite care room, library, nurse's office, computer room and, all necessary items such as parking (to include handicapped parking), LED lighting, furnishings, LVT flooring, etc. that support the operation of the facility. There shall be a breezeway constructed to connect the existing building with the new building.

The design shall include the building and all site design including tie in to existing utilities (including water, power, sewer and possibly natural gas) as required to serve the buildings and site design based on this RFP, permitting requirements, and input and direction from Dawson County staff. The A & E shall determine all applicable building codes and permit requirements. All permit approvals required for construction of the project must be obtained by the consultant. Building permits will be obtained and paid for by the construction contractor utilizing permit approval documents provided by the A & E.

The design shall also include careful analysis of the site and coordination of phasing of construction if necessary to accomplish the construction while allowing minimum disturbance to other events in and adjacent to this site.

The designer will be responsible for providing permitted technical specifications to be inserted into the bid document prepared by the Dawson County Purchasing Manager. The A & E will coordinate with Dawson County Purchasing to issue the project for bid.

The total cost of all improvements may not exceed the established budget for the Project which will be disclosed to the winning A & E contractor. The A & E will work with the Dawson County staff's intent for the buildings and provide recommendations as to the features that may be accomplished within the available budget.

All architectural, structural, mechanical, plumbing, communications/data, electrical design, landscaping plan, civil engineering site plan, drainage, erosion control, paving, etc. for a complete facility. All drawings and specifications shall bear the Georgia stamp of the appropriate design professional for each discipline.

DESIGN PROCESS

A&Es must provide all equipment, materials and labor to complete the scope of work. The A&E will ensure that all Georgia Laws, Rules, Regulations and Codes, to include but not limited to, the Official Code of Georgia Sections 43-41-1 through 43-41-17, Public Works Official Code of Georgia Title 36, Dawson County Planning and Development, Codes and Regulations, Building and Development Codes and the Georgia Department of Community Affairs, Georgia's Construction Codes (<http://www.dca.state.ga.us/development/constructioncodes/programs/codes2.asp>) and the Georgia Department of Community Affairs, Architectural Design Manual (8/1/2014) (<https://www.cfm.va.gov/til/dManual/dmARhosp.pdf>) are strictly adhered to where appropriate to the scope of work within this RFP document. All design plans will be approved by the County staff prior to beginning any ground work.

1. Provide pre-design and engineering services, site inspection and analysis services, schematic/preliminary design, design development services, construction documents services, bidding assistance and negotiation services (if required), Construction contract administration services, and post construction services (if required).

Preliminary planning and engineering reports should include, but not limited to, the following:

Executive Summary:

Brief description of Project Area needs, Conclusions and Recommendations

Introduction

Purpose and Scope (project objectives and methodology of evaluation)

Authorization

Previous Studies

Background:

Target Area description

Plans and photos of Target Area

Population density

Population projections (if available)

Narrative describing existing conditions including description of needs to be addressed

Map of existing conditions, particularly of existing conditions to be addressed with CDBG funds, including pipe sizes and other relevant measures of existing infrastructure

Evaluation of Alternatives:

Descriptions of alternatives considered, including cost estimates of each alternative (capital, operation and maintenance & user fees)

Assessment of impacts on Target Area residents & property owners (land, right-of-way and easement acquisition requirements)

Description of Proposed Project:

Identification of applicable federal, state and local design standards

Required Permits

Operation and maintenance requirements, responsible party (Grantee, GaDOT, other) and operation and maintenance capability (available staff, equipment and expertise)

Narrative describing the proposed improvements including a description of the impact of the proposed improvements on the quality of life of target area residents

Map of proposed improvements, including pipe sizes and other relevant measures of proposed infrastructure

Detailed Project Budget:

Construction and material costs

Design and oversight fees

Funding sources

Projected Operating Revenues and Expenses (if applicable)

Projected User Fees (if applicable)

More specifically, services are expected to include the following:

A. Pre-Design Phase:

1. Consult with County Officials and staff as appropriate regarding the building and the site in general to collect any available data.
2. Provide a ground run topographic survey for the site. Survey shall include the location of existing features including, but not limited to: existing utilities; structure foot prints.
3. Present an acceptable conceptual drawing of the facility and site to Dawson County staff. This may include presenting options for County, accepting input from the County and revising options as necessary.

B. Schematic/Preliminary Design and Engineering Phase:

1. Prepare documents which include preliminary design and engineering drawings and specifications, site plans, elevation, plan design, exterior design and functional floor plan. All preliminary design and engineering reports and drawings must include an original signature and an engineering stamp.
2. Site plans shall optimize the space available at the County's proposed site and identify potential options for the final placement of the facility in order to maximize access within the property bounds.
3. Submit to the County preliminary design and engineering documents with a probable project construction cost and budget. Responsible cost estimates utilizing industry standard estimating methods shall be used.
4. Ensure the design and engineering meet the requirements of the Dawson County, current local building codes, and all permitting authorities required for the building and construction site.
5. Prepare a preliminary budget based on schematic design and compare to the costs developed in the pre-design concept plan.

6. Incorporate any comments or revisions requested by the County prior to moving to the next design phase.

C. Design and Engineering Development Phase:

1. Prepare documents based on approved Schematic Design and Engineering documents and updated budget for the cost of work. Documents shall describe the refinement of the design and engineering by means of plans, sections and elevations, typical details and equipment layouts. Documents shall include specifications that identify major materials and systems consistent with the pre-design concept plan.

2. Submit to the County the design and engineering documents, timeline and budget for approval.

D. Construction Documents Phase:

1. Upon design and engineering approval by the County, prepare working drawings and specifications necessary for use by the Dawson County Purchasing Office to solicit bids for construction of the project. The design shall include all civil and site, landscape architecture, architectural, structural, plumbing, mechanical and electrical engineering required for the facility.

2. Ensure design and engineering include updated information management infrastructure for computer networks (both internal and external), telecommunications, internet services, etc.

3. Ensure design and engineering include the most updated design and engineering for security including circulation patterns and equipment layout for security.

4. Ensure the design and engineering is consistent with the recommendations within the pre- design concept plan for the circulation of public traffic, infrastructure, heating and cooling systems, ventilation and air exchanges, water and utility systems, floor finishes, etc.

5. Assist the County with the evaluation of bids, budget adjustment for construction costs, and submission of documentation for code approval as requested.

6. All designs shall be stamped by the applicable design professional.

E. Construction Phase:

1. Supervise in coordination with a construction management firm or the site visits, certification of construction payments and on-site field representation.

F. Interior Design Phase:

1. Assist County staff coordination of space planning, furnishings and equipment layout and interior finishes consistent with the pre-design concept plan.
2. Develop with the County staff an interior plan and develop a bid package for solicitations to meet the proposed plan.

G. Miscellaneous:

1. Develop interior and exterior signage plan in conjunction with County staff that will facilitate customer service.

To follow are more in-depth descriptions of the building and site design, the cost estimating and project prioritization and the construction administration requirements.

Building Design

The building design shall include, but not be limited to the following:

Size recommendations for the spaces within the building shall be made by the Design Consultant based on input from Dawson County Staff and the available budget for the project.

The scope specifically includes, but is not limited to the following:

- Programming of the Dawson County Senior Center.
- Senior Center shall meet or exceed all ADA accessibility standards.
- Development of the floor plans for review and approval by staff, including furniture layouts and specifications.
- Refinement of the floor plan of the facility based on input from Dawson County Senior Center staff.
- Recommendations of design and structure type that provide the most cost-effective approach to construction of the building resulting in the best value for the tax payers' money. It is anticipated that the new building will have some stone coverings. It is the desire to keep the building design uncomplicated with minimal details that would create escalation of the project costs, yet providing a classic and inviting focal point for the area.
- As much as possible, the Senior Center should minimize long hallways and travel distances to and from spaces. Level changes due to uneven flooring materials should be minimized. Alcoves for bench style seating outside of classrooms is desirable.
- Design of concession equipment area.
- A commercial kitchen adjacent to the multi-purpose room to support food service events in the Senior Center as well as cooking class instruction. The area should have a class facing preparation area, icemaker, refrigerator and freezer storage, dishwasher and a warming/baking oven. The area should also have pantry space for food, utensils/plates and appliance storage.

- The teacher instruction area should be outfitted with IT/communication capabilities to permit projection to students.
- Heating and cooling systems sized and placed for easy access for filter replacement and maintenance. Classrooms should have individual temperature controls to permit adjustment for class activities which generate heat, such as exercise, dancing, computers and kitchen demonstrations.
- Kitchen shall be provided with a separate HVAC system and an exhaust hood if required by applicable code(s).
- Electrical design including power and lights.
- Plumbing design. Designer shall verify existing water line is of adequate size and pressure for the building. If not, upgrade of water service to the area shall be included in the design.
- Facility will be required to connect to sewer system.
- Toilet partitions and accessories.
- A staff restroom shall be separate from the main male/female restroom areas.
- Acoustic/sound panels designed to limit reverberation and enhance a high degree of speech intelligibility, especially in learning spaces.
- Interior and exterior directional and identification signage. Strong color and tone contrasting should be utilized in identifying paths of travel and room entrances. Signage perpendicular to the path of travel should be incorporated to assist in room location.
- Doors and hardware.
- Preparation of a project manual including technical specifications that are complimentary to the plans and facilitate a cost-effective approach to the construction of the building.
- Preparation of color boards, specifications, renderings, etc. for selection of finish materials by the County.
- Prepare and obtain approval (from Dawson County Community Development) of the schedule of special inspections required by the International Building Code (current edition). The approved schedule of special inspections shall be placed on the plans and included in the specifications, utilized by the County in selecting a special inspections agency, and utilized by the special inspections agency and the contractor to implement the special inspections process during construction.
- Review of special inspections conducted by the special inspections agency for compliance with contract requirements.
- Certification of the special inspections as required by Dawson County following construction.
- Fire extinguisher placement guide.
- Analyze and provide recommendations for value engineering suggestions and alternate pricing options in order to ensure the project is constructed using conventional cost-effective construction practices within the specified budget. See the COST ESTIMATING AND PROJECT PRIORITIZATION and EVALUATION CRITERIA sections below for additional information.
- Working with the County to provide design and specifications for phone, data, Wi-Fi and A/V services. It is anticipated that the related design shall

include, but not be limited to: location of telephones and data throughout the facility, cabling design; projection and video conference capabilities; public address system speaker system with the capability of being separately controlled in different areas of the building; and messaging system, controlled via remote computer, such as monitors, electronic signage or other informational systems in the building; The Consultant design shall include A/V equipment and identify which equipment will need data drops (including HVAC equipment).

- Arrangement of power outlets in the in a logical fashion to allow convenient access to power.
- Infrastructure to support the phones, data and A/V systems including, but not limited to: locations of all telephone and /or data outlets; a telecom room with a backboard, conduit routing to the service location, proper grounding, power, HVAC, finishes, PA system or systems to allow separate announcement of events, etc.
- Consideration for inclusion of LEED elements that incorporate sustainable environmental practices and energy conservation is required, although LEED certification is NOT required. Related experience should be included in the staff and firm experience section of the response to the RFP.
- Directed communication between all design disciplines, i.e., quality control and coordination between each design discipline is required prior to each design submittal.
- Any items not listed above that are required to obtain the applicable permits, to properly convey the design and to construct the facility.
- Other optional considerations: back-up generator and equipment storage area.

SITE DESIGN

Anticipated site design includes, but is not limited to:

- Ground run topographic survey that also includes location of all existing physical features required for the site design, permitting and construction associated with the project, including, but not limited to: existing building foot prints; storm drainage structures, piping and inverts; manholes and sewer lines with inverts and direction of flow; electrical service; water lines; gas lines; existing drainage and detention features; any other utilities; retaining walls; limits of paving and structures.
- All existing utilities that may have any design impact shall be field located by whatever means necessary and be included on the site survey. The Design Consultant shall assess the extent of existing utilities, both public and private, and determine the most feasible method for providing utilities to the buildings. The Design Consultant shall contact each utility provider to determine if existing utilities are adequate for the new facility and if utilities require relocation or new service fees. Any proposed utility owner fees shall be identified and provided to the Owner.
- Design of new and adjustment of or relocation of existing utilities that serve

the building. The routing of the utilities shall be shown including conduit (or other convenience methods) from the service point (either in the right of way or other designated area on the property) to the telecom room or other areas within the building

- Any site design, including parking, and all details required to support the building design.
- Preparation of a demolition plan for any existing structures and appurtenances to be demolished.
- Layout and staking plan for the new buildings and improvements including parking.
- Parking lot design, including signage, striping and lighting.
- Design of circulation space around the buildings to allow proper deliveries and maintenance.
- The design of any and all required grading, storm drainage, water quality and storm water detention.
- Design of all erosion control measures and tree save areas as applicable.
- Preparation of the Erosion, Sediment and Pollution Control Plan as required by the NPDES permit, if applicable.
- Preparation of the NOI, seven-day inspection of erosion BMP's, and preparation of the NOT required by the NPDES Permit.
- Landscape plantings around the facility as requested by Dawson County Senior Center staff and if required to meet permitting requirements.
- Fire main and hydrants as needed to comply with applicable regulations.
- Tie in of the building's sanitary waste systems to the existing sewer system.
- Preparation of scope and request for geotechnical testing as required to confirm existing subsurface conditions and identify all information required for the proper design and permitting of the buildings and site. This task must be taken seriously. The intent is to provide information required and utilize the information obtained for preparation of the plans, especially as the existing conditions relate to presence of rock and required bearing capacity.
- Analyze and provide recommendations for value engineering suggestions and alternate pricing options in order to ensure the project is constructed within the specified budget. See the COST ESTIMATING AND PROJECT PRIORITIZATION and EVALUATION CRITERIA sections below for additional information.
- Any design related activities required to comply with this RFP and support the designs required above.

COST ESTIMATING AND PROJECT PRIORITIZATION

The improvements defined in this RFP represent the County's desired improvements for the Complex. Ultimately, the improvements must be made within the established construction budget. The designer shall provide cost estimates at the intervals defined in the DESIGN PROCESS section above and these costs estimates will be utilized by County Officials to make decisions about work to be included, omitted or bid as alternates

The Design Consultant shall provide assistance in prioritizing the various

aspects and options of the work considering the budgetary constraints. The Consultant shall keep the County informed on the projected costs of the project. The Consultant shall guide the development of the design to ensure the project will be awarded within the available budget.

The Consultant shall provide cost benefit analysis or return on investment analysis for various elements of the design as needed to make decisions related to budget options. Examples of cost benefit analysis or return on investment analysis that may be helpful include, but are not limited to: LED lighting vs. conventional lighting; gas vs. electric heat, hot water and cooking appliances; and upgrades to more energy efficient HVAC systems and equipment. These are examples only. Other analysis may be required.

The County reserves the right to revise the available construction budget, at the County's discretion, as deemed appropriate and in the County's best interest. However, the Design Consultant shall not assume the budget will be increased due to poor project cost estimating or providing designs and alternatives beyond the project budget.

CONSTRUCTION ADMINISTRATION

The Consultant shall be an integral part of the construction with the County Staff, Program Manager and the Contractor ensuring the designs are implemented properly, arranged in logical sequence and in accord with local practices. The intention of this section is for the appropriate design personnel to visit the site an average of two times per month during construction to ensure the project is being constructed in accordance with the plans and specifications. For the purposes of this RFP, the construction duration shall be considered as twelve months. It is up to the consultant to determine the specific design personnel that should visit the site, depending upon the work being performed on site. This is in addition to other site visits required such as the initial inspection of erosion control BMP's, punch list preparation, final inspection and warranty inspection. The project manager for the design consultant shall attend all monthly meetings.

Anticipated construction administration services include, but are not limited to, the following:

- Attend Pre-construction meeting(s).
- Provide permit documents to Contractors and/or County.
- On-site construction meetings of appropriate design personnel (average of once per month) and at critical points during construction to assure compliance with plans and specifications. The consultant's project manager shall attend all monthly meetings.
- Provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship and progress including a written report to the Program Manager for all site visits

until final acceptance of work.

- If required by the NPDES permit, preparation of the Notice of Intent, perform initial inspection of the erosion control BMP's, final inspection of the site and preparation of the Notice of Termination.
- Clarification of Requests for Information from the Construction Contractor after award through the County Project Manager.
- Assist Program and Project Manager in working with the Contractor to make recommendations to resolve conflicts and problems that may arise during the course of the project.
- Review shop drawings and other submittals.
- Respond to Contractor request for change orders, and assist in evaluation of need and cost. Make recommendations to the County for acceptance or rejection of the change order.
- Provide revised plans to compensate for construction issues that arise due to an insufficiency of information on the construction documents or unforeseen conditions.
- Review and approve Contractor's applications for payment.
- Punch list inspection and preparation.
- Final Inspection and approval of complete work. All close out documents to be submitted and Certificate of Occupancy received prior to Final Acceptance.
- After the first year of occupancy, a warranty inspection of all disciplines with the County and the Contractor.
- Safety of the construction team and site is important. Extreme care must be taken to ensure the safety of the site.

Notice of Award

The A&E 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 A&E 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 Facilities Director and/or the County Manager.

Liquidated Damages

The County and the A&E recognize that time is of the essence with this project. The County and the A&E also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the

work is not completed within the agreed upon time. Accordingly, instead of requiring any such proof, the County and the A&E will agree that as liquidated damages for delay (but not as a penalty), the A&E shall pay to the County **Two Hundred and 00/100 (\$200.00) Dollars** for each and every calendar day that expires after agreed upon date of completion.

When the County reasonably believes that completion will be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the A&E an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the A&E overcomes the delay in achieving completion, or any part there, for which the County has withheld payment, the County shall promptly release to the A&E those funds withheld, but no longer applicable, as liquidated damages.

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 inquires. 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 Facilities 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: A&E 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.*

F. QUALIFICATIONS/RESPONSE FORMAT OUTLINE

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

Tab A - Company Background and Structure

The Proposer will provide a general 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 CDBG projects. 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.

The proposal must provide the following:

- Length of time the Proposer has been providing design-bid-build services to local governments.
- Length of time the Proposer has been providing design-bid-build services to private entities.
- Length of time the Proposer has been providing Community Development Block Grant funded design-bid-build services to local governments and/or non-profit organizations.
- Demonstrate the Proposer's experience working with projects equal to this scope of work of this RFP.
- Description of the Proposer's organization, financial resources, staffing levels, and any other evidence of its ability to successfully complete the project.
- Individuals/firms submitting a proposal shall submit with their proposal the latest comprehensive annual financial statement including the Auditor's Opinion letter.
- References applicable to this RFP. Including a list of completed governmental contracts during the last five (5) years with clients' address, telephone number, and contact person.

- References applicable to this RFP. Including a list of completed private entity contracts during the last five (5) years with clients' address, telephone number, and contact person.
- The proposer must certify that there are no circumstances, which will cause a conflict of interest in performing the services required.
- Statement listing any and all differences between your proposal and the work specified in the RFP.
- The proposer must demonstrate it is duly authorized to conduct business in the State of Georgia.

Tab B - Company Experience

The proposer shall submit at least three, but no more than six, projects as examples of the Proposer's past experience in managing construction projects or design-bid-build projects, comparable in scope and complexity to the scope of work within the last five (5) years. Examples showing public-sector projects are preferable. Examples representing comparable CDBG funded design-bid-build experience are preferable, but examples need not be limited to CDBG funded design-bid-build projects.

Projects of similar scope and complexity may include any of the following:

- Projects of similar size or cost
- State/Local Government facilities projects
- Private sector projects
- Design-Bid-Build Projects (CDBG funded or CDBG non-funded)
- Any combination of the above

The examples must concisely set forth the basic background information for the projects offered as comparable (dates and location and the cost and scope of the work). The examples must describe the effectiveness of the cited projects, and the methodology used to measure such effectiveness (on-time delivery, successful completion of project, effective management of costs). The examples shall demonstrate why the cited projects are comparable to the Project in cost, size, and complexity or delivery method. Where applicable, the examples shall demonstrate the Proposer's experience working with the Sub-contractors and/or Consultants required to be named, as described in the scope of work. (Identification and Prequalification of Members of Design Build Team) of this RFP. Each example must identify the name and address of the contracting entity and the name, title and telephone number of a contact person associated with the contracting entity that is familiar with and able to comment on the Proposer's performance on each project.

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 on the Dawson County project.

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 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 Design 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 site and 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 architect/engineer has at least five (5) years of practical experience fulfilling the scope of work of the same size project. The project architect/engineer will be assigned to Dawson County for the duration of the project.
- The County requires that the assigned project manager has at least five (5) years of practical experience involving project management of the same size project. The project manager 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 the following Georgia Licenses within this tab:
 - Georgia Registered Architect License
 - Georgia Engineers and Land Surveyors License
 - Any other 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. 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, 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.
- Purchasing Plan for project materials, including identification of long-lead items.
- 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.
- Identification of Site logistics concerns and discussion of plan for site organization and maintenance of site;
- Approach to management of Design Team to include Sub-contractors and sub-consultants.
- Summary description of quality control and assurance program.
- Identification of code compliance concerns, special inspection issues, and plan for interaction with code officials.
- Summary description of start-up and testing program for systems and equipment.
- Identification of safety concerns and summary description of plan for site safety and efforts to reduce workplace injuries.
- Identification of security concerns and summary description of plan for site security.
- Plan for achieving timely project close out.
- The individual/firm shall submit a detailed bar-chart schedule for completion of the project, showing all design phases, the securing of the Dawson County staff's approvals of plans, as well as tracking major construction activities and milestones including substantial completion, final completion and 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 within the milestone dates provided. 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., completion

of preliminary and final design, 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. Include discussion of plan for maintaining schedule and providing regular schedule updates.

- The Proposer will identify any design or construction feature that will set the facility as an iconic Senior Services Center.
- The Proposer will provide the general color scheme, fixtures, casework, décor and the image sign and graphic elements.

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 - 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.

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.

G. EVALUATION PROCESS

Proposals will be reviewed by the Review Committee for quality and completeness. These proposals will then be scored in each of the following categories using the maximum point values listed in **Chart 2** below.

Proposals will be reviewed and evaluated by the review committee to determine whether the Respondent has met the criteria described in this RFP.

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 A&E 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 A&E 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%, due to the critical need to enter into a contract with the selected A&E**

Payment Bond – N/A

Performance Bond – N/A

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 A&E 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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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 A&E 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/A&E

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.

Day

Calendar day.

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 Design Team and construction crew, is ordered to perform or refrain from performing work under the contract.

Directive

Written documentation of the actions of the Engineer/Architect or the Owner in directing the construction crew.

Engineer/Architect

Whenever the word “Engineer/Architect” and/or “Architect” is used in the contract, it shall be understood as referring to the Engineer/Architect of the A&E working closely with the Owner, or such other Engineer/Architect supervisor, or inspector as may be authorized by the Owner to act in any particular area of the contract or an employee of the Owner.

Equipment

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

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.

Project

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

Project Manual

Those Contract Documents prepared for bidding and as amended by addenda.

Provide

Furnish and install, complete in place.

Punch List

List of incomplete items of work which are not in conformance with the contract. The list will be prepared by the Engineer/Architect and the Owner when the construction crew (1) notifies the Engineer/Architect in writing that the work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the work.

Shall

Refers to actions by either the A&E or the Owner and means the A&E 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 A&E to acceptance under the contract.

Substantial Completion Date

Date shown on the certificate of Substantial Completion.

Will

Refers to actions entered into by the A&E 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

Not applicable to this RFP Contract.

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

Not applicable to this RFP Contract.

06 - General Warranty and Guarantee Against Defective Work

Not applicable to this RFP Contract.

07 - Bonds

The A & E shall furnish a bid bond 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 bid bond will be 5% of the contract price. The bond 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. This bond 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 A&Es 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 A&E 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 proper has obtain 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 A&E 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 A&E 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 A&E 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 A&E 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 A&E 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 A & E. Assigning or sub-letting the Contract shall not relieve the A&E or his surety from any Contract obligations.

11 - Joint Venture Contractor

In the event the A&E 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 A&E under this contract, shall be well and sufficiently given to all persons being the A&E 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 A&E. For a CDBG funded contract, a joint venture can combine their efforts, resources and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally and for which the Section 3 Business Concern: Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture and performs at least 25% of the work and is contractually entitled to compensation proportional to its work.

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 A&E and the Owner and their respective heir, executors, administrations, successors and assigns.

13 - Business License

A&Es 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 A&E 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 A&E 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 A&E 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 A&E 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 A&E 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 A&E any deviation from, omission from, or non-compliance with the Contract Documents shall not be set up by the A&E 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 A&E 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 A&E shall be responsible for the adequacy, efficiency, and sufficiency of Sub-contractors and their employees.

B. Proposer Employees

The A&E 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 A&E 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 A&E 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 A&E shall furnish proof of payment of such accounts to the Owner.

D. Attention to Work

The A&E, 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 A&E alone shall be responsible for the safety of his and his Sub-contractor's employees. The A&E 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 A&E 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.

G. Cooperation with the Construction Inspector

Not applicable to this RFP Contract.

16 - Compliance with Laws

The A&E 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 Design-Bid-Build A&E 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. All such drawings and instructions shall be consistent with the Contract Documents. Plans and specifications which represent the work to be done shall be furnished prior to the time of entering into the Contract. The Owner may, during the life of the Contract issue additional instructions, by means of drawings or otherwise, necessary to illustrate change in the work.

18 - Drawings Furnished

Unless otherwise provided in the Contract Documents, the Design-Bid-Build A&E will furnish to the Owner, free of charge, up to six (6) hard copy and 1 electronic copy of the drawings and specifications necessary for the execution of the work.

19 - Ownership of Drawings

All drawings, specifications and 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

Specifications and drawings are to be divided into groups for the convenience of the Owner. These divisions are not for the purpose of apportioning work or responsibility for work among Sub-contractors, suppliers, and manufacturers.

22 - Order of Completion

Before starting work and within ten (10) days of issuance of the Notice of Award with the work, the A&E shall submit to the Owner, a schedule which shall show the order in which the A&E 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.

Monthly progress reports shall be delivered with the pay estimate to the Owner showing the progress of the past month's construction in relation to the approved work schedule.

If the progress report does not agree with the approved work schedule, the A&E shall deliver in writing an explanation with the report. Upon request from the Owner, the A&E shall submit a revised schedule for approval.

23 - Materials, Appliances & Employees

Unless otherwise stipulated, the A&E 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 A&E 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 A& E to increase their efficiency, to improve their character, to augment their number, as the case may be, and the A&E shall conform to such order; but the failure of the A/E to demand such increase of efficiency, number, or improvements shall not relieve the A&E 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 A&E 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 A&E 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

The A&E shall submit and continually update a time schedule for the work and a sequence of operations. This outline will be made part of the Contract Documents delivered to the Owner.

33 - Project Management

The A&E shall be responsible for complete supervision and control of his Sub-contractors as though they were his own forces. Notice to the A&E shall be considered notice to all affected Sub-contractors.

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.

35 - Preservation and Restoration

Not applicable to this RFP Contract.

36 - Completion of "Punch List" Items

Not applicable to this RFP Contract.

37 - Authority of A&E

A&E Representative

The A&E shall notify the Owner in writing of the name of the person who will act as the A&E 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 A&E 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 A&E (Continued)

The A&E 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 Engineer/Architect's authority or responsibility under the Contract Documents nor any decision made by Engineer/Architect 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 Engineer/Architect shall give rise to any duty owed by Engineer/Architect 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-A&E Coordination

Service of Notice

Notice, order, direction, request or other communication given by the Owner to the A&E shall be deemed to be well and sufficiently given to the A&E if left at any office used by the A&E 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 A&E 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 A&E two days after the day of mailing. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the A&E, be delivered to the County Technical Representative.

Suggestions to A&E

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

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 A&E 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 A&E shall promptly make good any injury or damage that may be sustained by other A&Es or employees of the Owner at his hands. The A&E 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 A&E and others employed by the Owner or between the A&E 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 A&E is affected or delayed because of any act or omission of other A&Es or of the Owner, the A&E 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

Unless otherwise specifically stated in the Contract Documents, the A&E shall provide and pay for material, labor, tools, equipment, transportation, supervision, and other services and facilities of any nature, whatsoever necessary, to execute, complete and deliver the work within the specified time. The A&E is ultimately responsible for all work of all employees and sub-contractors and will warrant all work for this project.

43 – Demonstration of Compliance with Contract Requirements Inspection

The A&E shall provide information requested by the Owner in connection with inspection work.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the work to be specially approved, the A&E shall give the Owner adequate prior written notice of the availability of the subject work for examination.

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 A&E 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

The A&E shall provide a graphic construction schedule (bar chart) indicating various subdivisions of the work with a reasonable breakdown for each task to include the days in duration and the dates of commencing and finishing each task to the Owner.

Submittal Procedures

Not Applicable for this RFP Contract.

Schedule Revisions

Revisions to the accepted construction schedule may be made only with the written approval of the Owner. A change affecting the contract value of any activity, the completion time and sequencing shall be made in accordance with applicable provisions of Number 82, Change in Work.

47 - Quality

The A&E 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

The A&E shall submit descriptive information which will enable the Owner to determine whether the construction contractor's proposed materials, equipment, or methods of work are in general conformance to the design concept and in compliance with the drawings and specifications.

Proposer Responsibilities

The A&E shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal. The A&E shall verify in writing that all features of all products conform to the requirements of the specifications and drawings. Submittal documents shall be clearly edited to indicate only those items, models, or series of material or equipment which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated.

The A&E shall insure that there is no conflict with other submittals. The A&E shall insure coordination of submittals among the related crafts and Sub-contractors.

Transmittal Procedure

General

Before each submittal, the A&E shall have determined and verified all field measurements, quantities, dimensions, specified performance criteria, installations requirements, materials, catalog numbers and similar information with respect thereto; all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the work; and all information relative to the construction contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers and specification section and paragraph.

Each submittal will bear a stamp or specific written indication that the Proposer obligations under the Contract Documents with respect to the Proposer review and approval of that submittal.

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

Record drawings refer to those documents maintained and annotated by the A&E during construction and are defined as (1) a neatly and legibly marked set of contract drawings showing the final location and elevations, as appropriate and referenced to the bench marks shown on the plans, for all piping, manholes, equipment, electrical conduits, outlet boxes, cables and electrical wiring diagrams; (2) additional documents such as schedules, lists, drawings, and electrical and instrumentation diagrams included in the specifications; (3) construction contractor layout and installation drawings; and (4) general and specific notes and detailed, dimensioned sketches regarding interferences, high water tables, poor soil conditions, relocation of existing utilities or other information pertaining to unusual or unexpected construction techniques, installations or conditions.

All utilities installed under this contract shall be shown on the drawings and located by sequential stations. Record drawings shall commence with the same station as the construction drawings. The following items shall be stationed on all utility record drawings: piping, valves, fittings, service lateral connection to the main, manholes, points of tie-in, fire hydrants and post hydrants. Also, the centerline of each paved street of which the utility crosses shall be given a station.

Where sanitary sewers or sanitary sewer services have been stubbed out for future use, the invert elevation of the capped or plugged end shall be given to the nearest 0.1 feet.

The drawings shall be marked to show the relative location of utilities to surface improvements. (i.e. show utilities on correct side of curb, trees, other utilities, etc.) Marking of the drawings shall be kept current and shall be done at the time the material and equipment are installed. Failure to maintain current record drawings shall be cause for delay of request for payment. Annotations to the record documents shall be made with an erasable colored pencil conforming to the following color code:

Additions - Red
Deletions -
Green
Comments - Blue
Dimensions - Graphite*

*Legibly mark to record actual depths, horizontal and vertical location of underground utilities, cables, and appurtenances referenced to permanent surface improvements.

Record Drawing Disc(s): In addition to the "record drawings" a DXF Disc(s) (Export File from Auto Cad) showing all "record drawings" shall be prepared and submitted.

The professional Engineer/Architect or Licensed Surveyor preparing the disc(s) shall certify to the County that "all information contained on the disk(s) is accurate and correct".

55 - Protection of the Public and Property

Not applicable to this RFP Contract.

56 – Protection of the Owner’s Property

Not applicable to this RFP Contract.

57 - Maintenance of Traffic and Sequence of Operation

Not applicable to this RFP Contract.

58 - Lot Corners

Not applicable for this RFP Contract.

59 – Existing Utilities

"Existing Utility Facilities" shall mean any utility that exists on the project in its original, relocated or newly installed position.

The A&E shall familiarize himself with and comply with the provisions of O.C.G.A. Section 25-9-1 et. seq.

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.

During the performance of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access

to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Affirmative Action for Handicapped Workers

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontractor purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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 A&E 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 A&E 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 A&E 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 A&E shall comply with all pertinent safety and health regulations.

66 - Accidents

The A&E 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 A&E and any sub-contractor an account of any accident, the A&E 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 A&E 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

Not applicable to this RFP Contract.

72 - Water Supply

Not applicable to this RFP Contract.

73 - Environmental Impact

The A&E shall conduct his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

74 - Progress Payments

The parties hereto expressly agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. Section 13-11-1 et. seq., shall not apply to this Contract and is superseded by the terms and conditions of the Contract.

Before final payment is due, the A&E shall submit evidence satisfactory to the that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the A&E may submit in lieu of evidence of payment an additional Surety Bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated. This evidence will be the Affidavit of Payment, attached to this RFP.

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 A&E, 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

The Owner may withhold or, an account of subsequently discovered evidence, nullify the whole or part of any certificate of payments to such extent as may be necessary to protect himself from loss on account of:

Defective work not remedied.

Claims filed or reasonable evidence indicating proposed public filing of claims by other parties against the A&E.

Failure of the A&E to make payments properly to Sub-A&Es or for material or labor.

Damage to another Contactor.

Nothing in this paragraph shall negate, abridge or alter other grounds for withholding or delaying payment to the A&E as stated in the contract.

79 - Contract Time

General

Time shall be of the essence of the contract. The A&E shall promptly start the work after the date of the notice to proceed and shall prosecute the work so that portions of the project shall be complete within the times specified within. It is expressly understood and agreed by and between the A&E and the Owner that the contract time for completion of the work described herein is a reasonable time.

Construction Schedule

The A&E shall provide a construction schedule for scheduling and coordinating the work within the contract time. Contract time extensions shall be incorporated into updated schedules, reflecting their effect at the time of occurrence.

Delays

When the A&E foresees a delay in the prosecution of the work and, in any event, immediately upon the occurrence of a delay which the A&E 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 A&E 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

The Owner will suffer financial loss if the work is not complete on the date set forth in the Contract Documents, including extension granted thereto. Failure to complete the work within the number of days stipulated in the Contract shall entitle the Owner to retain from compensation otherwise due to be paid to the A&E, or for the Owner to be paid directly by the A&E the sum of **Five Hundred Dollars (\$500)** as fixed and agreed to as liquidated damages for each calendar day of delay until the work is complete. The A&E, and his Surety, shall be liable for and shall pay to the Owner any sum due and owing to the Owner as liquidated damages.

It is agreed by and between the parties hereto that the aforesaid sum has been established, not as a penalty but as liquidated damages and that it is reasonable and acceptable, as the County provides services necessary for the health and welfare of the public and due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained in such an event.

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 A&E. The work shall be resumed by the A&E within ten (10) days after the date fixed in the written notice from the Owner to the A&E.

If the project is suspended by the Owner during any given phase for more than 60 consecutive days, the A&E shall be compensated for services performed prior to notice of such suspension. When the project is resumed, the A&E compensation shall be equitably adjusted to provide for actual

expenses incurred in the interruption and resumption of the A&E 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 A&E. The A&E 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 A&E in the event that the project is permanently abandoned. If the project is abandoned by the Owner for more than 90 consecutive days, the A&E 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 A&E, 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 A&E then existing or which may thereafter accrue. Any retention or payment of moneys due to the A&E by the Owner will not release the A&E from liability.

Default Termination

The Owner may, if in the Owner's sole judgment and upon written notice to the A&E, 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 A&E 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 A&E is in material default in carrying out any provisions of this Contract for a cause within its control;

If the A&E 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 A&E or for all or any substantial part of the property of the A&E; or if the A&E 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 A&E 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 A&E is adjudged a bankrupt;

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

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

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

If the A&E substantially violates any provision of the Contract Documents;

or

If, after the A&E 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 A&E and may finish the work by whatever method the Owner may deem expedient. In such case, the A&E 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 A&E for those costs reimbursable to A&E 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 A&E 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 A&E 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 A&E shall:

Stop Work 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 A&E 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 A&E for the performance of such portion of the work as had been terminated;

The fabricated or un-fabricated parts, 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 A&E 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 A&E and in which the Owner has or may acquire an interest.

The A&E 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 A&E, but without direct charge to the Owner, all its books, records, documents, and other evidence bearing on the costs and expenses of the A&E 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 A&E pursuant to paragraph three (3) there shall be deducted:

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

Any claim which the Owner may have against the A&E;

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 A&E or sold, pursuant to the provisions of paragraph four (4); and not otherwise recovered by or credited to the Owner.

A&E shall refund to the Owner any amounts paid by the Owner to the A&E 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 A&E or of anyone employed by him, then the A&E 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 A&E 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 A&E hereby further agrees that, should any Sub-contractor or supplier to the A&E file a claim concerning any dispute or controversy, which involves the allegations of any acts, errors or omissions of the A&E, then the A&E 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 A&E 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 A&E 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 count in Dawson County, Georgia. A&E 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. A&E, 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.

94 - Discrepancy Between General Conditions and Technical Specifications

Should there be a discrepancy between the General Conditions and Technical Specifications, the Technical Specifications shall govern.

95 – Ownership of Salvaged Material and Equipment

Dawson County shall have the right to retain ownership of any salvaged material or equipment. The A&E shall notify the owner prior to the disposal of any salvageable material.

96 – Standard Federal Equal Employment Opportunity Construction Contract Specifications – Executive Order 11246; Amended by Executive Order 11375

1. As used in these specifications:

a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

A Minority Group Member is:

... American Indian or Alaskan Native

consisting of all persons having origins in any of the original people of North American and who maintain cultural identification through tribal affiliations or community recognition.

... Black

consisting of all persons having origins in any of the Black racial groups of Africa.

... Asian or Pacific Islander

consisting of all persons having origins in any of the original people of the Far East, Southeast Asia, the Indian Sub-Continent or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippines and Samoa.

... Hispanic

consisting of all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin.

... Cape Verde an

consisting of all persons having origins in the Cape Verde Islands.

... Portuguese

consisting of all persons of Portuguese, Brazilian or other Portuguese culture or origin.

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000.00 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in the Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.

Each Contractor or subcontract participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7a through p of these specifications. The goals set for the Contractor in the solicitation from which this contract resulted are expressed as percentages in the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minority or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its *effort* to achieve

maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notifications to the Regional Director when the union or unions, with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, Supervisors etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, and providing written notification to, and discussing the Contractor's EEO policy with, other Contractors and subcontractors with whom the Contractor anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notifications to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (Paragraph 7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraph 7a through p of these Specifications provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any subcontract with any person for firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, terminations and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Executive Order 11375

Amending Executive Order No. 11246, Relating to Equal Employment Opportunity

It is the policy of the United States Government to provide equal opportunity in Federal employment and in employment by Federal contractors on the basis of merit and without discrimination because of race, color, religion, sex or national origin.

The Congress, by enacting Title VII of the Civil Rights Act of 1964, enunciated a national policy of equal employment opportunity in private employment, without discrimination because of race, color, religion, sex or national origin.

EXECUTIVE ORDER No. 11246 1 of September 24, 1965, carried forward a program of equal employment opportunity in Government employment, employment by Federal contractors and subcontractors and employment under Federally assisted construction contracts regardless of race, creed, color or national origin.

It is desirable that the equal employment opportunity programs provided for in EXECUTIVE ORDER No. 11246 expressly embrace discrimination on account of sex.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered that EXECUTIVE ORDER No. 11246 of September 24, 1965, be amended as follows:

(1) Section 101 of Part I, concerning nondiscrimination in Government employment, is revised to read as follows:

"Section 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive, continuing program in each EXECUTIVE department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice."

(2) Section 104 of Part I is revised to read as follows:

"Section 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, color, religion, sex or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the EXECUTIVE department or agency and shall provide for appeal to the Civil Service Commission."

(3) Paragraph (1) and (2) of the quoted required contract provisions in section 202 of Part II, concerning nondiscrimination in employment by Government contractors and subcontractors, are revised to read as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin." (4) Section 203(d) of Part II is revised to read as follows:

"(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this ORDER or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the ORDER. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require."

97. Notice of Requirement for Affirmative Action to Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment . Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, area as follows:

<u>Timetable:</u>	<u>Goals for minority participation</u>	<u>Goals for female participation</u>
Until Further Notice	19.5%	6.9%

These goals are applicable to each non-exempt contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, Federally assisted or non-Federally related project, contract or sub-contract.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from

project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is an area containing mountain tourism, mountain settlement heritage, and racecar/moonshine history; with a strong base of retail and service businesses; the area promotes senior-friendly communities and recreation; it has family farms and active agricultural operations will continue, including poultry, cattle, equestrian estates, crops, specialty crops, and forestry, among others. Dawson County lies within the City of Dawsonville, GA. Dawson County's wages lag far behind the state and national wages in almost every category recorded by the Bureau of Labor Statistics. Dawson County's average annual wage in 2012 was only 54 percent of the state average annual wage, and 50 percent of the national annual wage. While the number of jobs in the county is increasing, they are not increasing as fast as the population and are increasing fastest in sectors with lower wages (retail trade, accommodation and food service, etc.). Since higher paying jobs reside in other counties, a majority of the county's growing labor force leaves the county each day for work. Meanwhile, just over half of the county's jobs are filled by Dawson County residents. Workers enter the county from neighboring counties to work. The median household income of Dawson County in 2007 was \$56,201, which was significantly higher than the state of Georgia (\$48,540) and the United States (\$50,007) median income. Meanwhile, average annual pay for those who work in Dawson County (and may live in other counties) is only \$26,104, which trails the state of Georgia (\$48,204) and the United States (\$52,000). Employment has increased by more than 368 percent between 1990 and 2012, rising from 1,151 to 8,029, according to the Bureau of Labor Statistics. With projected population growth between 2005 and 2030, the employment is expected to increase to 19,982, an increase of 151 percent, according to the Dawson County's Policy Directions Report. Dawson County's labor force consisted of approximately 11,332 workers for 2016. Some of the County's largest employers (excluding all government agencies) are: • BTD Manufacturing • Caretenders Visiting Services • Gold Creek Foods • Home Depot • Ingles • Kroger • North Georgia Premium Outlets • SleeveCo • Walmart. The County's unemployment rate was 4.9% at the beginning of 2016 and ended the year with a rate of 4.5%. Each year, the Georgia Department of Community Affairs (DCA) ranks counties based on economic factors such as employment, income level and business. This report ranks Georgia into four (4) tiers, as required by the Georgia Job Tax Credit Law. Counties receiving Tier 1 ranking are the poorest while those receiving a Tier 4 ranking are the most prosperous. Dawson County was ranked in Tier 4 for 2017. Dawsonville, GA, a Non-SMSA County, 036 – Atlanta - including Banks, Barrow, Bartow, Carroll, Clarke, Coweta, Dawson, Elbert, Fannin, Floyd, Franklin, Gilmer, Gordon, Greene, Habersham, Hall, Haralson, Hart, Heard, Jackson, Jasper, Lamar, Lumpkin, Madison, Morgan, Oconee, Oglethorpe, Pickens, Pike, Polk, Rabun, Spalding, Stephens, Towns, Union, Upson and White. Dawson County is included in the Georgia Mountains Regional Commission which also includes the following Counties: Banks, Forsyth, Franklin, Habersham, Hall, Hart, Lumpkin, Rabun, Stephens, Towns, Union, and White.

98 – Architectural Barriers

The Contractor agrees to comply with the Architectural Barriers Act of 1968, as amended which

prescribes standards to be met for the design, construction and alteration of buildings that are built or supported by Federal funds in order to ensure that whenever possible, such buildings will be accessible to and usable by the handicapped. This Act applies to buildings and facilities designed, constructed, altered, or leased by the Federal government and to those buildings financed wholly or in part with Federal grants or loans are subject to design, construction, or alteration standards issued under the law that authorizes the grant or loan.

99 – Lead-Based Paint

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part shall be adhered to during the design and construction phase of this project.

100 – Georgia Energy Codes for Buildings

The O.C.G.A. Title 8, Chapter 2, shall be adhered to during the design and construction phases of this project.

101- Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, provides "No otherwise qualified individual with a disability in the United States ... shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance ...". HUD's regulations implementing the Section 504 requirements can be found at 24 CFR Part 8.

Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a State or its political subdivision, any public or private agency, institution, organization, or other entity or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3).

For the purposes of Part 8, recipients include States and localities that are grantees and sub-grantees under the CDBG program, their sub-recipients, community-based development organizations, businesses, and any other entity that receives CDBG assistance, but not low and moderate income beneficiaries of the program. CDBG grantees are responsible for establishing policies and practices that they will use to monitor compliance of all covered programs, activities, or work performed by their sub-recipients, contractors, subcontractors, management agents, etc.

Non-housing Programs

New construction- 24 CFR Part 8 requires that new non-housing facilities constructed by recipients of Federal financial assistance shall be designed and constructed to be readily accessible to and usable by persons with disabilities (24 CFR 8.21 (a)).

Alterations to facilities- Part 8 requires to the maximum extent feasible that recipients make alterations to existing non-housing facilities to ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible if doing so would impose undue financial and administrative burdens on the operation of the recipients program or activity (24 CFR 8.21 (b)).

Existing non-housing facilities- A recipient is obligated to operate each non-housing program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities (24 CFR 8.21 (c)).

Recipients are not necessarily required to make each of their existing non-housing facilities accessible to and usable by persons with disabilities if when viewed in its entirety, the program or activity is readily accessible to and usable by persons with disabilities 24 CFR 8.21(c)(1)).

Recipients are also not required to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or cause an undue administrative and financial burden. However, recipients are still required to take other actions that would not result in such alterations, but would nevertheless ensure that persons with disabilities receive the benefits and services of the program (24 CFR 8.21 (c)(iii)).

Historic Preservation- Recipients are not required to take any actions that would result in a substantial impairment of significant historic features of an historic property. However, in such cases where a physical alteration is not required, the recipient is still obligated to use alternative means to achieve program accessibility, including using audio-visual materials and devices to depict those portions of a historic property that cannot be made accessible, assigning persons to guide persons with disabilities into or through portions of historic properties that cannot be made accessible, or otherwise adopting other innovative methods so that individuals with disabilities can still benefit from the program (24 CFR 8.21(c)(2)(ii)).

Accessibility Standards

Design, construction, or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) is deemed to comply with the accessibility requirements for non-housing facilities. Recipients may depart from particular technical and scoping requirements of UFAS where substantially equivalent or greater accessibility and usability is provided (24 CFR 8.32). For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing-impaired, or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

Where a property is subject to more than one law or accessibility standard, it is necessary to comply with all applicable requirements. In some cases, it may be possible to do this by complying with the stricter requirement; however, it is also important to ensure that meeting the stricter requirement also meets both the scoping and technical requirements of overlapping laws or standards.

102 – The American with Disabilities Act of 1990

The Americans with Disabilities Act of 1990 (ADA) guarantees equal opportunities for persons with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications. Unlike Section 504 which applies only to programs and activities receiving Federal financial assistance, the ADA applies even if no Federal financial assistance is given.

The U.S. Department of Justice enforces Titles I, II, and III of the ADA. HUD shares enforcement responsibility with the Department of Justice for Title II, and is designated the lead Federal agency for all programs, service and regulatory activities relating to state and local public housing and housing assistance and referral. The Equal Employment Opportunity Commission investigates administrative complaints involving Title I. For further information regarding The U.S. Department of Justice enforcement of Title II of the ADA, please visit <http://www.ADA.gov>

Title I prohibits discrimination in employment based upon disability. The regulations implementing Title I are found at 29 CFR Part 1630. The Equal Employment Opportunity Commission (EEOC) offers technical assistance on the ADA provisions applying to employment. These can be obtained at the EEOC web site www.eeoc.gov or by calling 800-669-3362 (voice) and 800-800-3302 (TTY).

Title II prohibits discrimination based on disability by State and local governments. Title II essentially extended the Section 504 requirements to services, programs, and activities provided by States, local governments and other entities that do not receive Federal financial assistance from HUD or another Federal agency. CDBG grantees are covered by both Title II and Section 504. The Department of Justice Title II regulations are found at 28 CFR Part 35.

Title II also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. (28 CFR 35.151 (a) & (b)) Facilities constructed or altered in conformance with either UF AS or the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the Title II Accessibility requirements, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(j) of ADAAG shall not apply. (28CFR 35.151(c))

Title II specifically requires that all newly constructed or altered streets, roads, and highways and pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level or pedestrian walkway and that all newly constructed or altered street level pedestrian walkways must have curb ramps at intersections. Newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways. (28CFR 35.151 (e))

The Title II regulations required that by January 26, 1993, public entities (State or local governments) conduct a self-evaluation to review their current policies and practices to identify and correct any requirements that were not consistent with the regulation. Public entities that employed more than 50 persons were required to maintain their self-evaluations on file and make it available for three years.

If a public entity had already completed a self-evaluation under Section 504 of the Rehabilitation Act, then the ADA only required it to do a self-evaluation of those policies and practices that were not included in the previous self-evaluation. (28 CFR 35.105)

The Department of Justice offers technical assistance on Title II through its web page at www.usdoj.gov/crt/ada/taprogram.htm, and through its ADA Information Line, at 202 514-0301 (voice and 202-514-0383 (TTY)). The Department of Justice's technical assistance materials include among others, the Title II Technical Assistance Manual with Yearly Supplements, the ADA guide for Small Towns, and an ADA Guide entitled The ADA and City Governments Common Problems.

Title III prohibits discrimination based upon disability in places of public accommodation (businesses and non-profit agencies that serve the public) and "commercial" facilities (other businesses). It applies regardless of whether the public accommodation or commercial facility is operated by a private or public entity, or by a for profit or not for profit business. The Department of Justice Title III regulations are found at 28 CFR Part 36. The Department of Justice also offers technical assistance concerning Title III through the web page cited above and the ADA Hotline cited above.

Self-Evaluations of ADA Compliance

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. Title II of the ADA imposed this requirement on all covered public entities. The ADA regulations required that ADA self-evaluations be completed by January 26, 1993, although those public entities that had already performed a Section 504 self evaluation were only required to perform a self-evaluation on those policies and practices that had not been included in the Section 504 review.

The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with this requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipient's programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.
- Modify any policies and practices that are not or may not be in compliance with the regulations at Section 504 or Title II and Title III of the ADA.

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.
- Document the self-evaluation process and activities. The Department recommends that all recipients keep the self-evaluation on file for at least three years, including records of the individuals and organizations consulted, areas examined and problems identified, and document modifications and remedial steps, as an aid to meeting the requirement at 24 CFR Part 8.55.

The Department also recommends that recipients periodically update the self-evaluation, particularly, for example, if there have been changes in the programs and services of the agency. In addition, public entities covered by Title II of the ADA should review any policies and practices that were not included in their Section 504 self-evaluation and should modify discriminatory policies and practices accordingly.

-End of This Section-



**RFP #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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"/>	Certificate of Non-Segregated Facilities
<input type="checkbox"/>	Contractor Certification Regarding Debarment, Suspension, Ineligibility, etc.
<input type="checkbox"/>	All Other Federal and State Forms Enclosed in RFP

Authorized Signature

Title

Print Name

Date

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



**RFP #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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 #306-18 ARCHITECTURAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
PROPOSER'S PRICE PROPOSAL FORM**

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

Description	Unit of Measure	Cost
Architectural and Engineering Services for the Additional Senior Services Center Building	Lump Sum	

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



RFP 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 Glynn 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 #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER

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. _____

NOTE: ATTACHED COMPLETED FORMS FROM THE SURETY COMPANY

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



**RFP #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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 #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
EXECUTION OF PROPOSAL**

DATE: _____

The potential A&E 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 A&E 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 A&E 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 #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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 A&E shall be required to ensure that the Sub-contractor's employees are provided a drug free workplace. The A&E shall secure from that Sub-contractor the following written certification: "As part of the subcontracting agreement with _____, _____ certifies to the A&E 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 #306-18 ARCHITECTURAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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 #306-18 ARCHITECTURAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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 solicitation #306-18 RFP FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE SENIOR SERVICES CENTER 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 A&E 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 A&EAffidavit, A&E 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.

A&E 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, A&E 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 A&E verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the A&E 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, A&E 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. A&E 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
(A&E 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 A&E 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 #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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 #306-18 ARCHITECTURAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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



**RFP #306-18 ARCHITECTURAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
ARCHITECT/ENGINEER'S CERTIFICATION
COMPLIANCE WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE
PHYSICALLY DISABLED**

Note: This form is applicable to all buildings and other public facilities which require compliance with the Architectural Barriers Act of 1968, as amended.

Grant Number(s): _____

Project Title: _____

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, Section 504 of the Rehabilitation Act of 1973, HUD's implementing regulations (24 CFR Part 8), the Americans with Disabilities Act, (ADA) and its implementing regulations, (28 CFR Parts 35, 36), and the Architectural Barriers Act (ABA) and its implementing regulations (24 CFR Parts 40, 41) in connection with recipients' non-housing programs. This Notice describes key compliance elements for non-housing programs and facilities assisted under the CDBG programs. However, recipients should review the specific provisions of the ADA, Section 504, the ABA, and their implementing regulations in order to assure that their programs are administered in full compliance, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Building and Facilities Accessible To and Usable By the Disabled, Number A-117.1R.1971 (as modified by 41 CFR 101-19.603).

Typed/Printed Name of Architect/Engineer Firm for the Project

Line 1 of Address

Line 2 of Address

City, State Zip Code

Typed/Printed Name of Assigned Architect/Engineer

Signature

Date

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



ARCHITECT/ENGINEER'S CERTIFICATION

ACKNOWLEDGEMENT OF REQUIREMENT FOR COMPLIANCE WITH SECTION 3, PROVISIONS FOR REMEDIES, PROVISIONS FOR TERMINATION, EXECUTIVE ORDERS 11246/11375, EEO CLAUSE AND PROVISIONS FOR GA ENERGY CODE AS STATED IN THE RFP #306-18 ARCHITECTURAL & ENGINEERING SERVICES FOR SENIOR SERVICES CENTER

Note: This form is applicable to all buildings and other public facilities which require compliance with the areas as listed above and as described within this Request for Proposal.

Grant Number(s): _____

Project Title: _____

Pursuant to the requirements of the areas as listed above, the undersigned certifies that their acknowledgement of the laws and requirements of each area and further certifies that compliance to all directions of each area will be made.

Typed/Printed Name of Architect/Engineer Firm for the Project

Line 1 of Address

Line 2 of Address

City, State Zip Code

Typed/Printed Name of Assigned Architect/Engineer

Signature

Date

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



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 #306-18 ARCHITECTUAL AND ENGINEERING SERVICES FOR SENIOR SERVICES CENTER
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
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.

SAMPLE PROFESSIONAL SERVICES AGREEMENT BETWEEN OWNER AND CONSULTANT

RFP #306-18 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 ##306-18 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 ##306-18 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 supersedes 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 Section 3 Clause

14.10.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance funded housing.

14.10.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

14.10.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; the anticipated date the work shall begin.

14.10.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 2 part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 or upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations of 24 CFR part 135.

14.10.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

14.10.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

14.10.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S. C. 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14.11 Contract Remedies

14.11.1 The sub-recipient or contractor must maintain compliance. If at any time a recipient, sub-recipient or contractor fails to bring the contract into compliance, DCA, recipient, the sub-recipient, or contractor must withhold all future payments until the contract is in compliance or until other penalties have been levied as stated below.

14.11.1 DCA, the recipient, sub-recipient, or the contractor shall execute these remedies to achieve compliance in this order:

A. Based on the first observation or report of non-compliance with Section 3, the recipient, sub-recipient or contractor will be sent an e-mail by the compliance manager notifying them of their non-compliance issue. The recipient, sub-recipient or contractor will have until the next payroll or 10

business days, whichever is less, to bring the contract into compliance and/or justify in writing why they cannot meet compliance requirements.

B. DCA, the recipient, sub-recipient or contractor must render a response to the violating party within 10 business days of receipt of the violating party's letter of reason for noncompliance.

If DCA, the recipient, sub-recipient, or the contractor deems the reason to be unacceptable, at its option, DCA, the recipient, sub-recipient, or the contractor can extend the response period one time for up to 5 business days to allow the violating party to identify and secure other compliance options.

C. If the violating party fails to take any corrective action to bring the contract into compliance within the allotted time, or DCA, the recipient, sub-recipient, or the contractor rejects any of the corrective plans and justifications for non-compliance, DCA, the recipient, sub-recipient, or the contractor will either terminate the contract immediately or impose liquidated damages equal to \$100 a day for every day out of compliance. At DCA's determination, any liquidated damages received must be paid to the recipient, sub-recipient or DCA, at DCA's determination, and be used to promote economic opportunities for Section 3 Residents and Business Concerns.

D. DCA, the recipient, sub-recipient, or the contractor will hold all funds due to the violating party until such time that a financial workout is completed. *Additionally the violating party may be banned by DCA, the recipient, the sub-recipient and the contractor on future HUD funded projects.*

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

-Signature Page to Follow-

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 subConsultants 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 Multi-jurisdictional Mitigation Plan Update.

BY: _____

TITLE: _____

DATE: _____

(Seal)

Subscribed and sworn to before the _____ day

of _____, _____

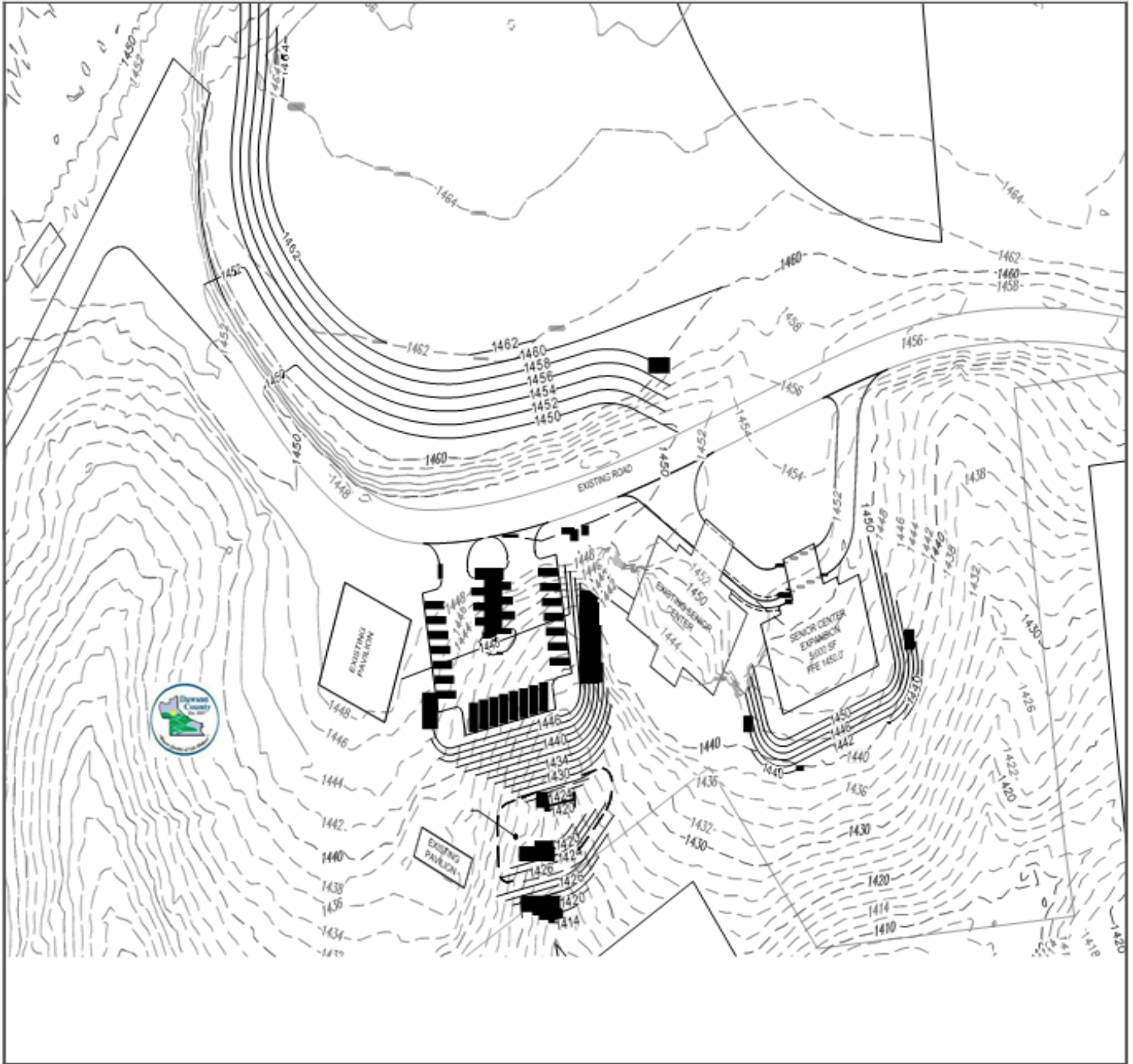
My commission expires on the _____ day

of _____, _____

NOTARY PUBLIC

(Notary Seal)

CONCEPT PLAN GRADING
ATTACHMENT "A"



**EXPANSION CONCEPT GRADING PLAN
VETERANS MEMORIAL PARK & SENIOR CENTER
JANUARY 05, 2018**

POND

3500 PARKWAY LANE, SUITE 600
PEACHTREE CORNERS, GA 30092
PH 678.336.7740 WWW.POND.CO.COM

CONCEPT PLAN
ATTACHMENT B"



A business claiming Section 3 status, because at least 30% of the existing or newly hired workforce for this specific contract will be Section 3 residents throughout the entire contract period. If a Prime or General Contractor is electing this option, the 30% employment requirement will be for the entire project including all the sub-contractor's employees:

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm section of this option.

I anticipate my total number of employees for this contract to be _____ and _____ will be qualified Section 3 Residents/Persons.

Option 3

- A business claiming Section 3 status by subcontracting 25% of the dollar award to qualified Section 3 Business:
Attach a list of intended subcontract Section 3 business(es) with subcontract amount.
Attach certification & all supporting documentation for each planned subcontract Section 3 Business.

_____ Initial here to confirm selection of this option.

I am NOT requesting preference under Section 3:

I am NOT certifying as a qualified Section 3 Business Concern and I am not requesting a preference. However, if I do trigger the regulation by doing any sub-contracting or hiring, I will comply by meeting all requirements of DCA's Section 3 policy and I am committing to do the outreach as specified below:

Check all methods you will employ to secure Section 3 Residents/Persons

Posting the position in community sources that are generally available to low income residents and the general public is a standard requirement. **Check at least three (3) methods you will employ:**

- The local community newspaper
- The most widely distributed newspaper
- Company or agency website
- The management office of the local housing authority, or homeless service agency, or local low income housing community
- Local Workforce Board (i.e., Department of Labor)
- Local office of the Georgia Division of Family and Children Services
- Local office of the Georgia Department of Public Health
- Dodge Room <http://www.construction.com/dodge/dodge.asp>
- Other locations identified below and subject to DCA approval:

_____ Initial here to confirm section of this option.

-SIGNATURE PAGE TO FOLLOW-



**BID #308-18 A&E SERVICES FOR SENIOR SERVICES CENTER
PROPOSERS GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS – REQUIRED SUBMITTAL
SECTION 3 SELF- CERTIFICATION AND ACTION PLAN (CONT)**

Signature: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Notarial Affidavit

Sworn to and subscribed before me this _____ day of _____, 2018.

Signature of Notary Public

Printed Name of Notary Public

Commission Expiration Date: _____

(Notarial Seal)

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



**BID #308-18 A&E SERVICES FOR SENIOR SERVICES CENTER
PROPOSERS GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS – REQUIRED SUBMITTAL
ASSURANCE OF COMPLIANCE CERTIFICATION – SECTION 3 ACTION PLAN
HOUSING AND URBAN DEVELOPMENT ACT OF 1968 – (12 U.S.C. 1701 U)**

Contract/Solicitation Name or Number: _____

DCA Funding Program: _____

Entity Receiving DCA Funding Award: _____

Purpose: To ensure that regulations promulgated under 24 CFR Part 135 Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Projects and the Section 3 Policy of DCA, its recipients, sub-recipients and contractors to the greatest extent feasible is adhered to, and to serve as the "assurance of compliance" certification and action plan as required in the bid documents, supplemental general conditions, and required forms for the contract for any HUD work funded by DCA.

Description of the project's work detail: The project work will be as listed in the final scope of work in the contract with DCA, its recipients, sub-recipients and contractors including any change orders.

List all known subcontractors below:

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Subcontractor(s): _____

Use an additional sheet if required.

Note: If subcontractors are unknown at this time, print UNKNOWN on the line above. Also, the contractor must notify DCA or recipient or sub-recipient if subcontractors are added or changed during the contract. Any changes to this certification requires a resubmission of this form to DCA or recipient or sub-recipient.

Preliminary Statement for Work Force Needs:

DCA intends to meet Section 3 compliance at the highest level and it is our intent to identify any short-term and long-term employment or contracting opportunities for qualified Section 3 persons and Business Concerns during the course of the contract funded by DCA via its recipients or sub-recipients and contractors. Please list the status of all planned employment positions and opportunities for this contract. Preference for all opportunities must be given to low and very low income residents if they qualify. If awarded a contract, regardless of whether your firm has elected a preference, you are required to provide a list of your aggregate workforce on this project. Any changes to that workforce during the project will constitute NEW hires. You must notify DCA, its recipient, sub-recipient or contractor (respectively) overseeing your contract of any new hire opportunities that arise during the life of your contract. The anticipated workforce list may be provided on a separate sheet or in a different format.

<u>List All Employees</u>	<u>Date Hired</u>	<u>Section 3 Resident (Yes/No)</u>	<u>Job Title/Trade</u>	<u>Salary Range</u>
_____ Name: _____ Address: _____ City, Zip:				
_____ Name: _____ Address: _____ City, Zip:				
_____ Name: _____ Address: _____ City, Zip:				
_____ Name: _____ Address: _____ City, Zip:				

Use additional pages as needed.

"To the Greatest Extent Feasible":

The Contractor has identified ___ # of **OPEN** positions with respect to this contract. The positions are filled by the (Position title) of the Contractor.

Should the scope of work or duties of the contractor change to a degree requiring a modification of the work force needs, the contractor shall put forth a reasonable effort to fill vacant positions with eligible Section 3 residents.

Documentation of "To the Greatest Extent Feasible":

The contractor will work with DCA, its recipients, sub-recipients, and contractors' staff to notify residents of any opportunities afforded under the contract. The contractor will partner with DCA, its recipients, sub-recipients, and contractors by giving preference of any employment opportunities to the Section 3 persons or businesses.

The contractor shall recruit or attempt to recruit from the Section 3 area the necessary number of low income and very low-income residents and Section 3 businesses, as applicable. The contractor must also document their recruiting efforts and any impediments to compliance with DCA's Section 3 policy and the requirements of this solicitation package. This documentation must be submitted to the recipient or sub-recipient.

1. DCA, its sub-recipients and contractors shall: Maintain a list of all low-income area residents who have applied, either on their own or from referral from any source, and employ such person if otherwise eligible and if a trainee vacancy exists.
2. Conduct solicitation in accordance with DCA's Section 3 policy and the requirements outlined in the solicitation package.

The contractor shall review all employment applications and determine if low-income and very low income residents or Section 3 businesses meet minimum hiring or contracting qualifications. If these applicants meet such minimum qualifications, but are not hired due to lack of employment opportunities or for other reasons, they will be placed on a priority list and offered positions/contracts upon the occurrence of the first available appropriate opening.

Utilization of Section 3 Businesses Located Within the County:

The recipient, sub-recipient or contractor does___ / does not___ intend to subcontract any of the work identified in the scope of work cited in the bid specifications, scope of work or General Conditions.

Should the scope of work or needs of the contractor change, the contractor shall, to the greatest extent feasible, assure that subcontracts be awarded to business concerns within the Section 3 covered area, or to business concerns owned in the substantial part (at least 51%) by persons residing in the Section 3 covered area.

Record Keeping:

The recipient, sub-recipient, contractor or subcontractor, as applicable, shall maintain on file all records related to employment and job training of low-income and very low-income residents or other such records, advertisements, legal notices, brochures, flyers, publications, assurances of compliance from sub-contractors, etc., in connection with this contract. If a report is needed in the future, the recipient, sub-recipient, contractor or subcontractor, as applicable, agrees to provide all records upon request.

The contractor shall, upon request, provide such records or copies of records to HUD, DCA, their recipients, sub-recipients, contractors, staff, or agents. Records shall be maintained for at least three (3) years after the close of the contract.

Reports:

The recipient, sub-recipient or contractor shall provide reports as required in connection with the contractor specifications. All certified and regular payrolls shall clearly detail which employees qualify under Section 3.

Certification:

The recipient, sub-recipient or contractor will certify that any vacant employment positions, including training positions that filled:

- 1) After the recipient, sub-recipient or contractor is selected but before the contract is executed, and
- 2) With persons other than those to who the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the subcontractor's obligations under 24 CFR Part 135.

Grievance and Compliance:

The recipient, sub-recipient, contractor or subcontractor hereby acknowledges that they understand that any low-income and very low-income resident of the project area, for him/her or as representatives of persons similarly situated, seeking employment or job training opportunities in the project area, or any eligible business concerns seeking contract opportunities may file a grievance if efforts to the greatest extent feasible were not executed. The grievance must be filed with HUD not later than one hundred eighty (180) calendar days from the date of the action (or omission) upon which the grievance is based.

I attest that the information on the preceding pages is true and correct.

Signature

Date

Printed Name

Title

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



**BID #307-18 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER - CDBG
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
 RESIDENT SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM**

The purpose of this form is to comply with HUD Section 3 administration and certification regulations.

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

Certification for Section 3 Residents or other Low-Income Persons Seeking Employment, Training or Contracting

I, _____, am a legal resident of the United States and meet the income eligibility and federal guidelines for a Section 3 Resident as defined within this Certification.

My home address is: _____
 Must be a **Street** address not a P O Box# Apt Number

City State Zip Home# Cell#

_____ Graduated High School or GED (month/year): _____
 County of Residence

I Read and Speak English Fluently: Yes or No (Circle One)

Attended College, Trade, or Technical School: Yes or No (Circle One)
 Graduated? Yes or No (Circle One) Year Graduated: _____

- Check the skills, trades and/or professions in which you have been employed or contracted to do for others:
- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Drywall Hanging | <input type="checkbox"/> Drywall Finishing | <input type="checkbox"/> Framing | <input type="checkbox"/> Interior Painting |
| <input type="checkbox"/> HVAC | <input type="checkbox"/> Electrical | <input type="checkbox"/> Interior Plumbing | <input type="checkbox"/> Exterior Plumbing |
| <input type="checkbox"/> Siding | <input type="checkbox"/> Cabinet Hanging | <input type="checkbox"/> Door Replacement | <input type="checkbox"/> Trim/Carpentry |
| <input type="checkbox"/> Stucco | <input type="checkbox"/> Window/Door Replacement | <input type="checkbox"/> Exterior Framing | <input type="checkbox"/> Construction Cleaning |
| <input type="checkbox"/> Data Entry | <input type="checkbox"/> Receptionist | <input type="checkbox"/> Sales | <input type="checkbox"/> Administrative |
| <input type="checkbox"/> Telephone Customer Service | <input type="checkbox"/> Teaching/Training | <input type="checkbox"/> Personal Care Aide | <input type="checkbox"/> Landscaping |
| <input type="checkbox"/> CDL License | <input type="checkbox"/> Concrete/Asphalt Work | <input type="checkbox"/> Roofing | <input type="checkbox"/> Fencing |
| <input type="checkbox"/> Heavy Equipment Operator | <input type="checkbox"/> Metal/Steel Work | <input type="checkbox"/> Welding | |
| <input type="checkbox"/> Other: _____ | | <input type="checkbox"/> Other: _____ | |

I am certifying as a Section 3 Resident: **Person seeking training or** **Person seeking employment**

(Check all that apply): I am a public housing or Section 8 leaseholder I live in the service area

My total annual household income is \$_____. There are a total of _____ people living in my household.

I certify that all of the information given on this Certification is true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 individual which may be grounds for termination of training, employment, or contracts that resulted from this certification. I attest under penalty of perjury that my total household income annually, based on my total household size as listed above is at or below the income amount for that specific size at the time of this document is being signed and notarized. I understand that proof of this statement may be requested in the future.

 Signature Printed Name

 Date

Purpose: The purpose of Section 3 of the Housing and Urban Development of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic and business opportunities generated by HUD Financial Assistance shall be directed to the Authority Residents and other low- and very low-income persons, particularly those who are recipients of government housing assistance and to business concerns which provide economic opportunities to Residents and other low- and very low-income persons.

Section 3 resident means:

(1) A public housing resident; or

(2) An individual who resides in the metropolitan area or Non-metropolitan County in which the section 3 covered assistance is expended, and who is:

I. A low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80% of the median family income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

II. A very low-income person, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2) defines this term to mean families (including single persons) whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments made for smaller or larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference. Service area means the geographical area in which the persons benefiting from the Section 3-covered project reside.

The figures below represent very low-income families; bottom figures represent low-income families. The most recent income limits established for each county may be found at:

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/>
Sub-recipient or Contractor to Insert 2018 Income limits for Project Location

FY2018 Income Limit Area	Median Income	FY 2018 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
		Very Low (50%) Income Limits								
		Low (80%) Income Limits								



**BID #308-18 A&E SERVICES FOR SENIOR SERVICES CENTER
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
RESIDENT SECTION 3 SELF-CERTIFICATION AND SKILLS DATA FORM AFFADAVIT**

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the City/County of _____,
State of _____, do hereby certify that, _____,
whose name is signed to the writing above bearing date on the _____ day of
_____, 2018, has acknowledged the same before me in my State aforesaid.

Given under my hand and official seal this the _____ day of _____,
2018.

Signature of Notary Public

Printed Name of Notary Public

Commissioner Expiration Date: _____

(Notarial Seal)

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



**BID #308-18 A&E SERVICES FOR SENIOR SERVICES CENTER
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
SECTION 3 BUSINESS CONCERN SELF CERTIFICATION**

The Georgia Department of Community Affairs (DCA) is seeking to extend the benefits of and to promote compliance with Section 3 by identifying Section 3 Business Concerns and targeting Section 3 Business Concerns for business opportunities, events and educational programs.

In an effort to comply with Federal Section 3 Regulations which promote contract, employment and training opportunities for State of Georgia residents, DCA has instituted a Section 3 Self Certification process.

Businesses seeking certification must complete and submit the attached Section 3 Business Concern Self Certification forms as follow:

1. If your company is qualified because it is owned (51% or more) by one or more Section 3 residents, then complete **Form A, "Section 3 Business Concern- Resident Business Owner(s) Verification"**;

OR

2. If your company is qualified because 30% or more of its full time permanent workforce are Section 3 Residents*, then complete **Form 8, "Section 3 Business Concern-30% +Workforce"**.

OR

3. If more than 25% of all subcontract work to be awarded shall be performed by Section 3 business concerns as described above, then complete **Form C, "Section 3 Business Concern Subcontractor"**.

Please answer all questions, sign the completed forms, and notarize the affidavit.

Completed packets must be returned to the-sub-recipient or contractor as follows:

Name of sub-recipient/contractor: _____

Attn: _____

Mailing Address: _____

If you have any questions or require assistance, please contact:

Name: Melissa Hawk

Phone Number: 706/344-3500, extension 42223

Email Address: mhawk@dawsoncounty.org

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



**BID #308-18 A&E SERVICES FOR SENIOR SERVICES CENTER
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
 SECTION 3 BUSINESS CONCERN
 RESIDENT BUSINESS OWNER(S) VERIFICATION – FORM A**

A business can be certified as a Section 3 Business Concern if the business is owned (51% or more) by Georgia Section 3 Resident(s).

Name of Owner: _____

Home Street Address: _____

Home City, County, & Zip Code: _____

Name of Business: _____

Percentage of Ownership: ____ %

Low- to- Moderate Income (80% of Median)

Check the appropriate box for your family size and income *if your total household income is equal to or less than the Gross Household Income Maximum amount listed for your appropriate household size:* (Effective _____, 20)

Check Box	# of Persons in Household	Gross Household Income Maximum
<input type="checkbox"/>	1 Individual	
<input type="checkbox"/>	2 Individuals	
<input type="checkbox"/>	3 Individuals	
<input type="checkbox"/>	4 Individuals	
<input type="checkbox"/>	5 Individuals	
<input type="checkbox"/>	6 Individuals	
<input type="checkbox"/>	7 Individuals	
<input type="checkbox"/>	8 Individuals	

If the business is owned by more than one Section 3 resident, list each owner below and each should submit a separate Resident Business Owner Verification Form (Form A).

Please list additional Section 3 Resident owners of the business below:

Name	Position	Percentage of Ownership

I certify that I am a resident of the State of Georgia and my total household income last year was not more than the amount shown above for my family size. I further certify the information provided is true and accurate and agree to provide upon request, documents verifying the information submitted to qualify as a Section 3 Business Concern.

Print Name: _____ Signature: _____ Date: _____



BID #308-18 CONSTRUCTION SERVICES FOR SENIOR SERVICES CENTER
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
SECTION 3 BUSINESS CONCERN
30% + WORKFORCE – FORM B

A business can be certified as a Section 3 Business Concern if at least 30% of its permanent, full-time employees are Section 3 residents, or were Section 3 residents within three years of the date of the first employment with the business. You may also certify as a Section 3 Business Concern if, for this award, you will hire Section 3 residents for at least 30% of your permanent, full-time employees for this specific project. For your firm to be eligible UNDER THIS CRITERIA, you must provide the following information for all permanent, full-time employees.

You may attach additional copies of this chart, if necessary.

List All Employees	Date Hired	Section 3 Resident	JobTitle/Trade	Salary Range
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Name: Address: City/Zip:				
Total Number of Employees:	Full-Time:	Part-Time:	Contract:	
Number of Section 3 Residents:				
Section 3 Percentage Total Workforce:				

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 Business Concern.

_____ Title
 Company Name

_____ Print Name
 Signature

_____ Date



**BID #308-18 A&E SERVICES FOR SENIOR SERVICES CENTER
 GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
 SECTION 3 BUSINESS CONCERN
 SUBCONTRACTOR AWARD – FORM C**

A business can be certified as a Section 3 Business Concern if the firm makes a commitment to subcontract in excess of twenty-five (25%) of the total amount of subcontracts to be awarded to :
 A) Section 3 Resident Owned Business or B) Businesses for which 30% or more of their permanent full-time workforce is comprised of Section 3 Residents.

List all work performed by Section 3 Business Concerns Identified (This form is to be updated as Section 3 Business Concerns are awarded through the completion of the project):

You may attach additional copies of this chart, if necessary.

Name of Business	Qualifying Conditions	Total Contract Award

All identified Section 3 Business Concerns listed above are required to complete a Section 3 Self Certification Application (Forms A- C as appropriate) or provide proof of Section 3 Certification status. Attach all required documents to this form.

I certify that the information provided is true and accurate and agree to provide upon request, any/all documents verifying the information submitted to qualify as a Section 3 business concern.

 Company Name

 Title

 Signature

 Print Name

 Date