

**EFFINGHAM COUNTY, GEORGIA  
REQUEST FOR QUOTE  
RFQ No. 20-17-001**

**QUOTATION FOR: Traffic Study for Effingham County’s Sheriff’s Office**

**EFFINGHAM COUNTY PURCHASING AGENT  
601 N. LAUREL STREET  
SPRINGFIELD, GEORGIA 31329  
(912) 754-2159 (PHONE)  
(912) 754-8413 (FAX)  
[abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)**

**DATE ISSUED: 4/02/2020  
DATE DUE: 4/24/2020  
TIME DUE: 11:00 AM  
DEPT. FOR: Sheriff’s Office**

NOTE: Each Vendor or Contractor submitting a response to this request will be responsible for providing any or all of the items or services listed below, **as described** upon receipt of an Effingham County Purchase Order or executed Contract for such items or service. “Effingham County is an Equal Opportunity Employer”, M/F/H, all vendors are required to be Equal Opportunity Employers M/F/H.

**GENERAL INFORMATION:**

The purpose of this proposal is to solicit written quotations for a Traffic Study for Effingham County Sheriff’s Office. **ALL QUOTES SHOULD BE CONTAINED IN A SEALED OPAQUE ENVELOPE, CLEARLY MARKED “SEALED BID 20-17-001.” BIDS ARE DUE BY 11:00AM (LOCAL TIME), Wednesday, April 24, 2020. DUE TO COVID-19, THERE WILL NOT BE A PUBLIC OPENING. Vendors will be sent a list of submittals received.**

**DUE TO THE COVID-19 PANDEMIC, THERE WILL NOT BE A MANDATORY PRE-BID MEETING, INSTEAD, ALL INTERESTED PARTIES MUST EMAIL [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org) PRIOR TO WEDNESDAY, APRIL 10, 2020 TO STATE THEIR INTEREST.**

**Proposals will not be accepted from any firm that has not emailed their interest to [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org) prior to WEDNESDAY, APRIL 10, 2020.**

Any questions **must** be made in writing and must be received at the office of the Purchasing Agent no later than **5:00PM (local time) on Friday, April 15, 2020**. No response will be given to any questions received after **5:00PM (local time) on Friday, April 15, 2020**. Questions may be emailed to [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org), or faxed to 912-754-8413.

The response to all questions will be in the form of an addendum which will be posted on the Effingham County website [www.effinghamcounty.org](http://www.effinghamcounty.org) before **5:00PM (local time) on Wednesday, April 20, 2020**. **ONLY QUESTIONS RECEIVED FROM VENDORS WHO HAVE STATED THEIR INTEREST WILL BE INCLUDED IN THE ADDENDUM.**

**The only official answer or position of Effingham County will be the one stated in writing.**

Effingham County Board of Commissioners reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Effingham County Board of Commissioners also reserves the right to make minor changes or further negotiate details and terms. Once the quote is accepted and terms are set, if the vendor fails to deliver within the agreed upon time Effingham County reserves the right to accept a quote from another vendor.

- 1.0 **BILLING/INVOICES:** All invoices are to be mailed to:  
*Effingham County Finance Department  
601 North Laurel Street  
Springfield, GA 31329*
  
- 2.0 **BID RECIPIENT:** This bid is submitted to :  
*Effingham County Board of Commissioners  
Sheriff’s Office  
601 North Laurel Street  
Springfield, GA 31329*
  
- 3.0 **BIDDER’S ACKNOWLEDGEMENTS:** Bidder accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
  
- 4.0 **BIDDER’S REPRESENTATIONS:** In submitting this Bid, Bidder represents that Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
  
- 5.0 **BASIS OF BID:** Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, as determined in the Purchase Order or Contract Documents.

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## SCOPE OF WORK

Effingham County is seeking quotes from firms qualified and interested in providing an off system traffic study for Effingham County’s Sheriff’s Office for radar permits.

1. Preparation of a traffic impact study for radar permits.

Report to include:

- a.* Title Page
- b.* Traffic Impact Study certification sheet
- c.* Table of Contents
- d.* Information Requested:
  - i. Representative field checks of existing speeds to calculate the 85<sup>th</sup> percentile speed, and the pace speed
  - ii. Roadside development
  - iii. Road geometrics and design (width, clearances, shoulders, sight distances, stopping sight distance)
  - iv. Other conditions of the roadway (parking, presence of pedestrians and trucks)
  - v. Accident History (for recent 12 month period)
  - vi. Test Drive (to confirm driving conditions)
- e.* Summary and conclusions

Please see Appendix A – GDOT Public Policies and Procedures – Policy 6780-4 – Establishment of Speed Zones for further information.

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## GDOT Publications Policies & Procedures

**Policy:** 6780-4- Establishment of Speed Zones  
**Section:** Traffic Control - Speed Limits  
**Office/Department:** 6Traffic Operations

**Reports To:** 6Div Director Operations  
**Contact:** 404-635-8048

### I. General:

The establishment of speed zones is clearly directed by Official Code of Georgia, Title 40, Chapter 6 - UNIFORM RULES OF THE ROAD, specifically, ARTICLE 9, beginning with [Georgia Code Section 40-6-180](#). Maximum limits are set in [Georgia Code Section 40-6-181](#). The establishment of state speed zones is in [Georgia Code Section 40-6-182](#) for any part of the state highway system. [Georgia Code Section 40-6-183](#) addresses the "Alteration of speed limits by local authorities." The means for determining speed limits is specified as "an engineering and traffic investigation."

In accordance with standard traffic engineering practices, a typical engineering and traffic investigation will examine the following:

- Representative field checks of existing speeds to calculate the 85th percentile speed, and the pace speed
- Roadside development
- Road geometrics and design - width, clearances, shoulders, sight distances, stopping sight distances
- Other conditions of the roadway - parking, presence of pedestrians and trucks
- Accident history - for recent 12 month period
- Test drive - to confirm driving conditions

The speed limit will be set as a maximum speed limit under the best conditions. [Georgia Code Section 40-6-180](#) addresses the Basic Rules in that no person shall drive a vehicle at a speed greater than is reasonable.

Speed zones are established in both directions, for all lanes of traffic, vehicles, times and conditions unless otherwise noted. All speed zones must be documented on a Master State Order or on a Local Ordinance or Resolution to be enforceable. Zones must be defined by road number and/or name (must have name for off-system), beginning and ending points, length of zone, and speed limit. Speed limit changes should not be closer than 0.20 mile to any major (i.e., signalized) at-grade intersecting roadway or 0.02 mile to any at-grade intersecting roadway. Generally, the speed limit at the intersection should be set at the lower speed limit.

Beginning and ending point must be designated as follows:

**On-System:** Fixed location name and mile point of State Routes.

**Off-System:** Use fixed location name of city streets or county roads.

Note: If the zone is to begin or end at a point removed from a fixed location, use the fixed location, distance removed and mile point (Only for On-System).

**Policy:** 6780-4 - Establishment of Speed Zones  
**Date Last Reviewed:** 9/17/2019

## II. JURISDICTIONAL RESPONSIBILITY:

### On-System:

Georgia Code Section 40-6-182 addresses the Establishment of state speed zones on all parts of the state highway system. The Department of Transportation shall be responsible for the engineering and traffic investigation described in this section. The Office of Traffic Operations will be responsible for the engineering and traffic investigations statewide on Interstate Routes and those segments of multi-lane physically divided State Routes where the speed limit has been or could possibly be increased above 55 mph. The District Offices of Traffic Operations will be responsible for the engineering and traffic investigations for all other State Routes.

All on-system speed zones will be documented on a Master State Order and List of Roads for State Routes in each county in Georgia. Master State Order (County) - The Master State Order for a County lists all State Routes within a county. It includes all City Limit Boundaries and School Zones. Also included are all common sections, where more than one route follows the same path. All routes covered in the section "Background" will be included.

### Background

1. Interstate Master State Orders - When Georgia Law was changed (in July of 1996) to allow the speed limit to be increased on the interstates, the Department increased the rural interstates to 70 mph, and increased the urbanized interstates outside I-285 to 65 mph. The Department proceeded to determine a location just outside I-285 (at a physical feature) where traffic would not be expected to back-up trying to enter I-285 and increased the speed limit up to that point. The reasoning behind selecting this point was, the Department did not want to create a hazard with the traffic entering I-285 being stopped, and the traffic in the adjacent travel-lane having a speed limit of 65 mph. The Master State Orders prepared for the Interstate system are each for a single interstate. The Department did not want to address each county/city boundary, only the locations where the speed limit changed.
2. Multi-Lane Physically Divided State Routes - When Georgia law was changed (In July of 1996) to allow the speed limit to be increased to 65 mph on these roadways, the Department created general criteria to be followed for increasing the speed limit. Engineering & Traffic Investigations were performed on all State Routes that could possibly be increased in accordance with the general criteria. Once these investigations were completed a Master State Order was prepared for each route where the speed limit could be increased. The main route number and not the lowest numbered route was used when more than one route followed the same path. By using the main route number it would be easier to understand when information was provided to the public. (See Section VIII, School Zones)

### Off-System:

Georgia Code Section 40-6-183 addresses the authority of local governments (cities and counties) to alter speed limits in their respective jurisdictions. An engineering and traffic investigation is required. The Department of Transportation may assist or provide guidance for local authorities as to how to conduct an engineering and traffic investigation, but the ultimate responsibility for performing these studies lies with the local government.

While State Routes are not under the jurisdiction of local governments, local enforcement officers will generally enforce the speed zones. For that reason, it will be appropriate for State Routes to be included in the List of Roadways. However, the local government cannot amend, cancel, supersede, or otherwise change a State Order. The Department, upon request, will furnish the State Route

speed zones to local governments. The Department may also assist local authorities with the (sample) format or form for the List of Roadways.

### **III. GUIDANCE:**

The state highway system has been specifically established to carry heavy traffic including trucks. By doing so, local streets may be designed for local traffic. State Routes support intrastate commerce and encourage economic well-being for the communities served and the entire state.

All state highway segments, including those extending into city boundaries, should be considered arterial streets for speed zone purposes. As such, the lower limit for speed zoning should be 35 MPH. When there are special circumstances that indicate the need for a lower speed limit, these must be fully documented. Speed limits less than 25 MPH will not be allowed on State Routes. Recognizing that many State Routes have residential development, nevertheless they are for the transport of local, regional, state and intrastate traffic and must be treated as such.

### **IV. DOCUMENTATION:**

#### **On-System:**

On-system zones must be listed in numerical sequence beginning with the lowest route number, and must progress in ascending mile point order. If mile points are continuous across county lines then accumulative mile points must be used. When two or more state routes run common, the speed zones will reflect the lowest numbered route. All routes running in common carrying a higher number than the lowest numbered route will be noted. All on-system speed zones must begin and end with reference to the mile point location, in addition to the name of a fixed location.

#### **1. Engineering and Traffic Investigation Report (ETI Report) - Individual Segment**

A change in speed limit shall be the result of an engineering and traffic investigation that is summarized in an ETI Report and to be made an instrument to the Master State Order. The ETI Report is prepared and signed by the investigating office and approved by the State Traffic Engineer. The ETI Report must be self-supporting and should include all of the following information necessary to fully support the recommended change from the respective offices:

#### **District Offices:**

- A highlighted map showing the existing and proposed segment/area with the beginning and ending mile points of the speed limit change.
- An U.S. Limits Speed zoning Report used to help set reasonable, safe, and consistent speed limits for the proposed speed limit change.
- Spot Speed Sample(s) to help indicate the speed in the proposed segment(s) at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point.
- Crash Data Map and/or Chart (optional) is used to provide information about potential sight problems at driveways, intersections, etc. for the proposed segment change.

- Sight distance Map and/or Chart (optional) is used to provide information about potential sight problems at driveways, intersections, etc. for the proposed segment change.

**State Office**

- Copy of the existing Master Exhibit "A" (MEA) showcasing the highlighted proposed segment that is being changed
- Preconstruction Report only if there is a mentioning of a project ID number.

Once an ETI Report is approved, the original ETI Report will be maintained in the State Office of Traffic Operations as the official record. A copy of the Approval Page along with a copy of the ETI Report will be returned to the respective District Office to be maintained in their files for a period of 10 years before destroying.

2. Master Exhibit "A" - Entire County

The Master Exhibit "A" will be from County Line to County Line including segments inside municipalities and includes all State Routes within a particular county. The following should be done by either the District or State Office in preparing the Master Exhibit "A" if applicable:

- A. The District Office will prepare the Master Exhibit "A" in which will be signed by the respective District Traffic Engineer. The Master Exhibit "A" will be submitted to the State Traffic Engineer for their signature of approval if there is not a current Master Exhibit "A".
- B. The State Office will prepare the Master Exhibit "A" if there is an up to date Master Exhibit "A" or Master State Order (MSO).

The original of the Master Exhibit "A" for each Georgia County (attached to and by reference made a part of the Master State Order) will be maintained in the State Office of Traffic Operations. A copy of the signed Master Exhibit "A" will be sent to the District Office after the Master State Order is approved. A copy of the current Master Exhibit "A" plus copies of the two (2) previous Master Exhibit "A" documents will be maintained in the District Office.

3. Master State Order (MSO) - Entire County

The Master State Order is established to declare a change in speed limits and is jointly approved by the Commissioners of the Department of Public Safety and the Department of Transportation. When a change in the speed limit is made, the State Office of Traffic Operations will submit the updated Master State Order for approval. The original of the current Master Exhibit "A" for each Georgia County will be attached to and by reference made a part of the Master State Order. The original of the Master State Order for each Georgia County will be maintained in the Treasurer's Office of the Department of Transportation as the official record. A copy of the Master State Order will be sent to the District Office after approval. A copy of the current Master State Order plus copies of the two (2) previous Master State Orders will be maintained in the District Office.

Correspondence relating to speed zones (other than what is listed in 1, 2 or 3 of this section) should be maintained in the District Office for a period of 10 years before destroying.

The State Office of Traffic Operations will maintain a perpetual file copy of all speed zone documents submitted to that office.

**Off-System:**

CITY and COUNTY:

A City and County may establish speed limit changes for off-system roads within its jurisdiction by ordinance or resolution. The City and County ordinance or resolution will govern off-system roads. The Master State Order will govern all on-system speed zones within a city. The Department, upon request, will furnish the State Route speed zones to local governments for their use in preparing the List of Roadways.

Correspondence relating to speed zones regarding a City and County should be maintained in the District Office for a period of 10 years before destroying.

**V. SIGNING:**

After the Commissioner of Public Safety and Commissioner of Transportation jointly determine and declare a reasonable and safe maximum speed limit on any part of the state highway system, by means of a Master State Order, the signs should to be installed as soon as possible. Speed zones are effective when appropriate signs are erected. Do not wait until the local government has their revised speed detection device permit in hand before installing the new speed limit signs.

Where reduced speed limits are in effect, a speed limit sign should be erected just past any major intersection. At the point where a speed zone changes, the speed limit signs should be erected as near as possible to that point. This is especially necessary when leaving city limits. REMEMBER, the last sign sighted governs motorists.

All signs will be arranged one to a post, and must provide for full view to every lane of traffic on the roadway. At speed zone changes on multi-lane physically divided highways, speed limit signs should be double indicated.

Signing for off-system roadways shall be the responsibility of the governing authority.

**VI. SPEED DETECTION DEVICE PERMITS:**

Speed detection device permits are issued by the Department of Public Safety to the following:

- A county sheriff
- County or municipal governing authority
- To the president of a college or university

These are among those who can authorize the use of speed detection devices for the purposes of traffic control. This procedure is addressed in Georgia Code Section 40-14-3. One requirement is the speed limits on such streets or roads shall be approved by the Office of Traffic Operations of the Georgia Department of Transportation.

The authority requesting the permit should submit a List of Roadways to be approved for the use of Speed Detection Devices to the Department of Public Safety. Once reviewed and found satisfactory by the District Office of Traffic Operations and checked by the State Office of Traffic Operations, the State Traffic Engineer will transmit the approved List of Roadways to the Department of Public



Safety, to be used as the Controlling Document for a Speed Detection Device Permit.

It will be the policy of the Department to provide approval by one or more of the following:

1. Physically assessing each roadway segment on the List of Roadways to certify that the speed limit is high enough for enforcement. No attempt will be made to perform an investigation for the setting of the speed limit, nor shall the physical conditions of the roadway be certified or approved. It will be the responsibility of the enforcing agency to follow the terms and conditions of the Department of Transportation, Department of Public Safety and the Official Code of Georgia.
2. Accepting a professional engineer's study of the roadway conditions certifying that the speed limits are high enough for enforcement. The professional engineer must be an agent of the local government as a qualified employee or a consultant hired by the local government for this purpose.

Speed limits less than 25 mph (including school zones) will not be approved for speed detection device usage. Any exceptions must be fully documented and approved by the State Traffic Engineer.

#### **VII. SCHOOL ZONES:**

Schools with multiple grades and enrollment over 350 students and staff may be considered for school speed zones on a case by case basis.

Changes in the posted speed limit (for on-system or off-system roads) cannot be made within a school zone. The reason for this is a school zone ends at an "End School Zone" sign or at a "Speed Limit" sign (Reference section 7B.15 of the Manual on Uniform Traffic Control Devices. The use of an "End School Zone" sign is preferred, followed by a speed limit sign to more positively advise motorists the School Zone has ended.) There cannot be any confirmation speed limit signs for the normal speed limit located within a school zone for this same reason.

When it is necessary to reduce the speed limit before entering a school zone, the speed limit should not be reduced at the same mile point as the beginning of the school zone. A speed zone change should not be any closer to a school zone than 0.02 - 0.04 mile to allow adequate spacing of the signs.

An Engineering and Traffic Investigation Report (ETI) is required for the establishment of a school zone speed limit or the modification of an existing school zone speed limit.

The following is required if a school zone segment is included on the List of Roadways and the segment leading up to and including the school zone (in each direction) is not included on the List of Roadways:

A note must be included to advise the posted speed limit and the length of speed zone on each side of the school zone. The note must be placed above the School Zone.

#### **Automated Traffic Enforcement Safety Device**

An Automated Traffic Enforcement Safety Device (ATESD) is capable of producing photographically recorded still or video images, or both, of the rear of a motor vehicle including an image of such vehicle's rear license plate while also capable of monitoring the speed

of a vehicle. The ATESD will indicate on each photographed recorded still or video image produced with the date, time, location, and speed of photographically recorded vehicle traveling at a speed above the posted speed limit within a marked school zone.

In order to obtain an ATESD, an established school zone must be in existence. The applicant then must complete the Automated Traffic Enforcement Safety Device Permit Form and submit it to the Department. The Automated Traffic Enforcement Safety Device Permit Form shall include sufficient information and documentation as required by Chapter 672-20 of the GDOT Rules for the Department to determine the need for such permit.

Refer to the Automatic Traffic Enforcement Safety Device (ATESD) homepage to retrieve the [Permit Application](#) and to access [Chapter 672-20 of the GDOT Rules](#).

### **References:**

None.

### **History:**

revised: 09/17/19;  
updated logo: 11/09/18;  
copied to GDOT Publications v.02.00.00: 02/23/12;  
added to TOPPS: 04/10/96;  
added to Manual of Guidance: 09/14/84  
Reviewed: 9/17/2019

**Locations for traffic study:**

<b>Road Name:</b>	<b>From</b>	<b>To</b>	<b>Length in miles</b>	<b>Speed Limit</b>	<b>New Add</b>	<b>Old Fix</b>
Central Ave	Sandhill Rd	Honey Ridge Rd	1.68	35		X
High Bluff Rd	Long Acre Rd	M.L. .70	.70	45		X
High Bluff Rd	M.L.70	Pavement Ends	.80	35		X
Honey Ridge Rd	SR 119	SR 17	2.25	35		X
Mccall Rd N	SR 21	M.L. .30	.30	45	X	
Mccall Rd N	M.L.30	Blue Jay Rd	5.7	55	X	
Mccall Rd S	SR 21	Golden Rd	.90	35		X
Mccall Rd S	Golden Rd	Blue Jay Rd	2.5	45		X
Marlow Rd	SR 17	Midland Rd	1.1	35	X	
Old Tusculum Rd	Wallace Dr	Brogdon Rd	2.45	50		X
Reedsville Rd	SR119	Marion Ave	2.80	45		X
Shawnee Rd	Railroad	Old Dixie Hwy	.85	45		X
Wylly Rd	Long Bridge Rd	High Bluff Rd	.8	45		X
Low Ground Rd	Mccall Rd N	Blue Jay Rd	6.2	35	X	
Zittrouer Rd	Midland Rd	SR 30	2.55	35	X	
Conaway Rd	SR 30	SR 17	.4	35	X	
Old Dixie Rd N	Shawnee Rd	Clyo Kildare Rd	1.7	35	X	
Nixon Chapel Rd	Ardmore Okey Rd	SR 21	3.2	35	X	
Patterson Rd	Courthouse Rd	Shirley Dr	1.82	35	X	
Shirley Dr	Courthouse Rd	Pavement Ends	1.5	35	X	
Berryville Rd	SR 119	Stillwell Clyo Rd	2.25	45		X
Fair St	SR 119	Stillwell Clyo Rd	1.15	35		X
Old Augusta Rd	SR 275	M.L. 2.5	2.5	45		X
Old Augusta Rd	M.L. 2.5	SR 21	6.0	55		X
Roebing Rd	SR 17	M.L.5	.5	45		X
Roebing Rd	M.L. .5	Pavement Ends	1.9	35		X
Mustang Dr	SR 30	Dead End	.5	25	X	
Mill Pond Rd	SR 275	Old Augusta Rd	2.2	35	X	
Scuffletown Rd	Hodgeville Rd	Pecan Ln	.7	25	X	
Whitehall Ave	Oglethorpe	Lord Effingham	.5	25	X	
Godley Rd	Chatham Co. Line	Chatham Co. Line	3.3	35	X	
Green Morgan School Rd	Old Dixie Rd	Sisters Ferry Rd	3.3	35	X	
Rincon Stillwell Rd	Rincon City Limit	Old Augusta Road	2.3	45		X
Silverhill Church Rd	Old Dixie Hwy	Clyo Shawnee Rd			X	
High Bluff Rd	Long Acre Rd	.7 M.L.	.7	45		X
High Bluff Rd	.7 M.L.	Pavement Ends	.8	35		X
Conaway Rd	SR 30	SR 17	.4	35	X	
Hester Rd	Nease Rd	SR 30	.7	35	X	
Old Louisville Rd	SR 119	Gracen Rd	2.3	45		X
Old Louisville Rd	Gracen Rd	Pavement Ends	6.4	55		X
Griffen Lake Rd	SR17	Wittkamp Rd	1.1	35	X	

**PLACE THIS FORM ON TOP OF PROPOSAL**

**BID SHEET**

**RFQ No. 20-17-001 - Traffic Study for Effingham County’s Sheriff’s Office**

LUMP SUMP – TRAFFIC STUDY – COMPLETE: \$ \_\_\_\_\_

Proposing Company Contact Information:

Company Name:		
Billing Address:		Telephone:
Service Address:		Telephone:
Representative Name:		
Representative Contact Address:		Telephone: E-Mail:

It is agreed by the undersigned offeror that the signature and submission of this proposal represents the vendor's acceptance of all terms, conditions and requirements of specifications and, if awarded, the proposal will become part of the contract agreement between the parties.

Signed: (sign manually, in ink)

\_\_\_\_\_ (Signature of Authorized Representative of the Company)

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**The following forms must be submitted along with the quote:**

- **COPY OF THE BUSINESSES W-9**
- **COPY OF THE BUSINESS LICENSE**
- **COPY OF ANY PROFESSIONAL LICENSURE ASSOCIATED WITH THE WORK TO BE PERFORMED**
- **CERTIFICATE OF INSURANCE**
- **COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT**
- **COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT**
- **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT A)**
- **PROMISE OF NON-DISCRIMINATION STATEMENT (ATTACHMENT B)**
- **DISCLOSURE OF RESPONSIBILITY STATEMENT (ATTACHMENT C)**
- **NON COLLUSION AFFIDAVIT (ATTACHMENT D )**
- **CONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY) (ATTACHMENT E)**
- **SUBCONTRACTOR AFFIDAVIT AND AGREEMENT (E-VERIFY) (IF APPLICABLE) (ATTACHMENT F)**

*Note: Quotes not fully completed will be considered incomplete and may be rejected*

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**EXCEPTION SHEET**

If Commodity(s) and/or Service proposed in quote is in ANYWAY different from that contained in this proposal, the Bidder is responsible for clearly identifying all such differences in the space below. Otherwise, it will be assumed that the Bidder’s offer is in total compliance with all aspects of the proposal.

Below are the only differences between my offer and the County’s proposal:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE/TITLE

\_\_\_\_\_  
COMPANY

**LEGAL NOTICE**  
**REQUEST FOR QUOTATION**

**RFQ No. 20-17-001 – Traffic Study for xxx**

Effingham County Board of Commissioners will be accepting quotes until **11:00AM (LOCAL TIME), Wednesday, April 24, 2020** at the Effingham County Administrative Complex, 601 North Laurel Street, Springfield, GA 31329 for **RFQ No. 20-17-001 – Traffic Study for Effingham County’s Sheriff’s Office.**

Bid packages and instructions are available at the address listed above or online at [www.effinghamcounty.org](http://www.effinghamcounty.org) - Purchasing tab. For additional information please contact Effingham County purchasing office at (912) 754-2159, or via email: [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)

EFFINGHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS / PROPOSALS AND TO WAIVE ALL FORMALITIES. “EFFINGHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H/V; ALL PROPOSERS ARE REQUIRED TO BE EQUAL OPPORTUNITY EMPLOYERS”.

**EFFINGHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the Bid. It is the responsibility of the Bidder to read, complete and sign, where indicated, and return these documents with his/her bid. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.

**Company Name :** \_\_\_\_\_

<b>REQUIRED</b>	<b>COMPLETED</b>	<b>ITEM DESCRIPTION</b>
		INSTRUCTIONS TO BIDDERS
		REQUEST FOR QUOTE
<b>X</b>		BID / QUOTE SUBMITTAL FORM
		SURETY REQUIREMENTS (Certified check or other security of _% required with BID SUBMITTAL – BID BOND FORM PROVIDED)
		PERFORMANCE BOND- UPON AWARD OF CONTRACT (FORM PROVIDED)
		PAYMENT BOND- UPON AWARD OF CONTRACT ( FORM PROVIDED)
<b>X</b>		CERTIFICATE OF INSURANCE (SAMPLE ATTACHED)
<b>X</b>		W-9
		LEGAL NOTICE
<b>X</b>		CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY)
<b>X</b>		SUB-CONTRACTOR AFFIDAVIT & AGREEMENT (E-VERIFY) <i>(if applicable- before any subcontractor work is performed)</i>
<b>X</b>		PROFESSIONAL LICENCE CERTIFICATIONS
		LIST OF SUB-CONTRACTORS (if applicable)
<b>X</b>		ATTACHMENTS
<b>X</b>		COPY OF LLC CERTIFICATE OF ORGANIZATION AND OPERATING AGREEMENT OR COPY OF INC. CERTIFICATE OF INCORPORATION AND CORPORATE RESOLUTION DESIGNATING OFFICERS WITH AUTHORITY TO SUBMIT BID AND SIGN CONTRACT
<b>X</b>		RECEIPT OF ADDENDA IF ANY

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

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

\_\_\_\_\_  
**Date**



## INSTRUCTIONS TO BIDDERS

**1.1 Purpose:** The purpose of this document is to provide general and specific information for use in submitting a Bid or Proposal to supply Effingham County with equipment, supplies and/or services as described herein. All bids / proposals are governed by the Code of Effingham County, and the laws of the State of Georgia.

**1.2 How to Prepare Bid Proposals:** All bid proposals shall be submitted on the form enclosed herewith, unless otherwise prescribed, and all documents must be submitted

All bid proposals shall be typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid / proposal. **All signature spaces must be signed.**

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

**1.3 How to Submit Bid Proposals:** All bid proposals shall be:

**A. Submitted in sealed opaque envelopes, plainly marked with the bid number, bid title, bid closing date, and company name.**

**B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**

- **Mailing Address: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**
- **Hand Delivery: Effingham County Purchasing Agent, 601 North Laurel Street, Springfield, Georgia, 31329.**

Please check the County’s website [www.effinghamcounty.org](http://www.effinghamcounty.org) prior to submission for any addendum to the RFQ

### **BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

**1.4 How to Submit an Objection:** Objections from Bidders to this request for quote and/or these specifications should be brought to the attention of the County Purchasing Agent in writing. The objections contemplated may pertain to form and/or substance of the request for quote documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for quote.

**1.5 Failure to Bid:** If a Bid is not submitted, the business should return this request for quote completing Attachment G, stating the reason therefore, and indicate whether the business should be retained or removed from the County's Bidders list.

**1.6 Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids. Failure to do so will be at the Bidder’s own risk. In case of error in extension of prices in the bid, the unit price will govern.

**1.7 Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all Bids and to waive any irregularities or technicalities in Bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a Bid from a Bidder whom investigation shows is not in a position to perform the contract.

- 1.8 Confidentiality of Documents:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Respondent names who submit proposals on this RFQ and total prices will be read aloud publicly, but the details and particulars of the proposal documents will remain confidential until final award of the contract / purchase order.
- 1.9 Bidder:** Whenever the term "Bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Effingham County in such capacity before a contract has been entered into between such party and the County.
- Contract:** Whenever the term "Contract" is used it shall encompass “purchase order” and “agreement”
- 1.10 Responsible / Responsive Bidder:** Responsible Bidder means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. Responsive Bidder means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the request for quote.
- 1.11 Compliance with Laws:** The Bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.12 Governing Law:** Any contract and/or agreement and any addendums to it that result from this RFQ shall be governed by the laws of Georgia, with venue in Effingham County.
- 1.13 Contractor:** Contractor or subcontractor means any person or business having a contract with Effingham County. The Contractor/Vendor of construction, supplies, goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.14 County:** Whenever the term “County” or “Owner” is used it is to refer to the Effingham County Board of Commissioners.
- 1.15 Debarred Firms and Pending Litigation:** Any potential bidder/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any bidder/firm previously defaulting or terminating a contract with the County will not be considered.

Bidder acknowledges that in performing contract work for the County, Bidder shall not utilize any firms that have been a party to any of the above actions. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with the firm with respect to County contract.

\*\* All Bidders are to read and complete the Bidder’s certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Attachment C to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

- 1.16 Protection of Resident Workers:** Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment

eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 1.17 Immigration:** On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

\*\* All Bidders are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. **Failure to do so may result in your solicitation response being rejected as non-responsive**

- 1.18 Non-Collusion Affidavit:** All Vendors must complete the non-collusion affidavit enclosed as Attachment D per OCGA 36-91-21 (e).
- 1.19 Statement of Disclosure:** All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**

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

- 1.20 Term of the Contract:** Lump sum contract.
- 1.21 Termination of Contract:** Effingham County shall have the right to terminate any contract to be

made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed. The Vendor shall have the right to terminate the contract with Effingham County by giving written notice 90 days in advance of its election to do so and by specifying the effective date of such termination.

- 1.22 Insurance Provisions:** The selected Bidder shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.**

General Information that shall appear on a Certificate of Insurance:

- A. Name of Producer (contractor's insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (**This is to always include Effingham County**).

**Limits of Insurance:**

Effective coverage shall have the following limits:

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: \$500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an "Any Auto" basis.

**Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been

given to the County.

- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

**1.23 Additional Coverage for Engineering, Architectural and Surveying Services:** Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

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

**1.25 Payments:** Advance payments for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract.

Progress payments or draw for work contracted as a result of this RFQ shall not be granted unless specified in writing in the contract.

Payment of invoices resulting from work contracted as a result of this RFQ will be made within the time frame specified in the contract resulting from this RFQ.

Final payment for any work contracted as a result of this RFQ shall be made within the time frame specified in the contract resulting from this RFQ.

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

**INTENTIONALLY LEFT BLANK**

**ATTACHMENT A  
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract known as **RFQ No. 20-17-001 – Traffic Study for Effingham County’s Sheriff’s Office** pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR	DATE

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_





**ATTACHMENT C**  
**BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION (page 1)**  
**(DISCLOSURE OF RESPONSIBILITY STATEMENT)**

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.
3. List any convictions or civil judgments under states or federal antitrust statutes.
4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.
5. List any prior suspensions or debarments by any governmental agency.
6. List any contracts not completed on time.
7. List any penalties imposed for time delays and/or quality of materials and workmanship.
8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.
9. List any potential conflicts of interest your firm may have in performing the requested services.
10. List any potential conflicts of interest that any members of your firm may have in performing the requested services.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

**BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION (page 2)  
(DISCLOSURE OF RESPONSIBILITY STATEMENT)**

I hereby certify that I am the \_\_\_\_\_ and duly authorized  
representative of \_\_\_\_\_ (Contractor) whose address is

\_\_\_\_\_ and I certify that I have read and understand the attached instructions and that to the best of my knowledge and belief the firm and its representatives:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the Georgia Department of Transportation, any Federal Department or Agency, Board of Education or local municipality.
- (b) I acknowledge that this certification is provided pursuant to Executive Order 12549 and 49 CFR Part 29 and that this firm agrees to abide by the rules and conditions set forth therein for any misrepresentation that would render this certification erroneous, including termination of this Agreement and other remedies available to the Georgia Department of Transportation, Federal Government, Board of Education or local municipality.
- (c) I further acknowledge that this firm will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that the above statements,  
Company Name

including any supplemental responses attached hereto, are true.

Signature \_\_\_\_\_

State of: \_\_\_\_\_

County of : \_\_\_\_\_

**BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION (page 3)  
(DISCLOSURE OF RESPONSIBILITY STATEMENT)**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 20\_\_\_\_

**INTENTIONALLY LEFT BLANK**

**ATTACHMENT D  
NON-COLLUSIVE AFFIDAVIT OF SUBCONTRACTOR**

I, \_\_\_\_\_ certify that pursuant to Effingham County Board of Commissioner’s policies, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid or proposal for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud of any type. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized by my employer to sign this statement on their behalf.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e),

\_\_\_\_\_  
Contractor

has not, by itself or with any others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on this project by any means whatsoever, nor has Affiant caused or induced another to withdraw a bid or offer for the work and/or to submit an invalid and or incorrect bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is a bona fide offer, and that no one has contacted any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to other bidders, to do so at a higher prices.

\_\_\_\_\_  
Company’s Name

\_\_\_\_\_  
President / Vice President / Principal / Owner

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Secretary / Assistant Secretary

Affix corporate seal here, if a corporation

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_

NOTE: If the contractor is a partnership, all of the partners and officers, agents, or other persons who may have represented or acted on behalf of the partnership in bidding for or procuring this contract shall also make this oath. If the subcontractor is a corporation, all of the officers, agents, or other persons who may have represented or acted on behalf of the corporation in bidding for or procuring this contract shall also make this oath.

**ATTACHMENT E  
CONTRACTOR AFFIDAVIT (E-VERIFY)**

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program\* [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 proposedly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any proposedly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor’s name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Legal Address of Company

\_\_\_\_\_  
BY: Authorized Officer or Agent of Contractor (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title & Printed Name of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ 20\_\_

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**If contractor has no employees and has no intent to hire employees, instead of this affidavit, contractor must provide their driver's license**

**ATTACHMENT F**  
**SUBCONTRACTOR AFFIDAVIT (E-VERIFY) (if applicable)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program\* [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 proposedly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and will agree to use this program for any proposedly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the Contractor in order to be provided to the County within five (5) days of entering into the contract for hire.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
Date of E-Verify Authorization

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Legal Address of Company

\_\_\_\_\_  
BY: Authorized Officer or Agent of Subcontractor (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title & Printed Name of Authorized Officer or Agent of Subcontractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_ , 20 \_\_\_\_

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**If subcontractor has no employees and has no intent to hire employees, instead of this affidavit, subcontractor must provide their driver's license**

**(IF NO SUBCONTRACTORS WILL BE USED PLEASE MARK “N/A” BEFORE RETURNING)**

**LIST OF SUBCONTRACTORS (if applicable)**

I \_\_\_\_\_/DO, \_\_\_\_\_/DO NOT, propose to subcontract some of the work on this project. I propose to subcontract work to the following consultants / firms:

***(IF NO SUBCONTRACTORS WILL BE USED PLEASE MARK “N/A” BEFORE RETURNING)***

<b>FIRM NAME:</b>	<b>ADDRESS:</b>	<b>DESCRIPTION OF WORK/SERVICES TO BE PERFORMED:</b>	<b>SUBCONTRACTED AMOUNT</b>

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE



**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NOTE: Please complete this form for the work your firm will perform on this project.**

**PROFESSIONAL LICENSE CERTIFICATIONS**

Contractor’s Name: \_\_\_\_\_

Performing work as: Prime Contractor \_\_\_\_ Sub-Contractor \_\_\_\_

Professional License Type: \_\_\_\_\_

Professional License Number: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

I certify that the above information is true and correct and that the classification noted is applicable to this Bid.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACH COPY OF LICENCE(S)**

**ATTACHMENT G  
NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Effingham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot Bid. Your “responsiveness” and “constructive” comments will be appreciated. Completion of this form will assist us in evaluating factors which relate to the competitiveness of our Bids. Please check any of the boxes below which may apply.

- Specifications - Restrictive, too “tight”, unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Bid Time - Insufficient time to properly respond to bid or proposal.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - From Bidders list for this particular commodity or service.
- Keep - Our Company on your Bidders list for future reference.
- Project is - Too Large \_\_\_\_\_ Too Small \_\_ Site Location Too Distant .
- Miscellaneous - Do not wish to Bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

*CONSTRUCTION PROJECTS:* Please provide reason for obtaining a Bid package. Check one below.

- Interest in this project as a: Prime Contractor \_\_\_\_\_ ,
- Sub-Contractor \_\_\_\_\_ . Supplier \_\_\_\_\_ .

**RFQ No. 20-17-001 – Traffic Study for Effingham County’s Sheriff’s Office**

**Signature:** \_\_\_\_\_ **Telephone Number:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**SAMPLE CONTRACT (page 1)**

Services Contract

Between

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

and

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

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and **COMPANY NAME** (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

**WITNESSETH**

WHEREAS, the Board desires to engage a qualified company as specified in **BID NUMBER AND NAME**; and

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

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

**ARTICLE I**

**TERMS AND CONDITIONS OF THIS CONTRACT**

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

The scope of services and the terms and conditions of performance shall be as specified in this document and in **BID NUMBER AND NAME** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

**SECTION I.2 CONTRACT.**

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

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

OR

**SECTION I.2 CONTRACT.**

This Contract is one time lump sum in the amount of \_\_\_\_\_.

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

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

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

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

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

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

## **SAMPLE CONTRACT (page 2)**

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

County may terminate this Contract for cause or Contractor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

### **SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.**

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

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

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

### **SECTION I-9 INDEMNIFICATION.**

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

The Contractor’s obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

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

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

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

### **SECTION I-11 PROHIBITED INTERESTS.**

- A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.
- B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

#### Interests of Public Officials.

Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director,

**SAMPLE CONTRACT (page 3)**

employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

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

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

**SECTION I-13 INDEPENDENT CONTRACTOR.**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

**SECTION I-14 NOTICES.**

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

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to **Contact Person, Company Name and Address**. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

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

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

**SECTION I-16 ASSIGNABILITY.**

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

**SECTION I-17 GOVERNING LAW.**

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

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

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

The County shall pay the Contractor for his services as follows:

LUMP SUMP – TRAFFIC STUDY – COMPLETE: \$ \_\_\_\_\_

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

## SAMPLE CONTRACT (page 4)

All invoices shall contain the following :

Date services performed  
Detailed account of services performed  
Location of services performed  
Name of employee providing said services  
Name of County employee requesting said services

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

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

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

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

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

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

The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

### **SECTION II-3. QUANTITIES GUARANTEED.**

The Contractor represents, understands and agrees that this is an “ON CALL” / “LUMP SUM” contract, to guarantee pricing for services contained herein.

## ARTICLE III INSURANCE REQUIREMENTS

**SECTION III-1. INSURANCE PROVISIONS:** Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

### **General Information that shall appear on a Certificate of Insurance:**

- A. Name of Producer (contractor’s insurance Broker/Agent).
- B. Companies affording coverage (there may be several).
- C. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
- D. A Summary of all current insurance for the insured (includes effective dates of coverage).
- E. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- F. Certificate Holder (This is to always include Effingham County).

### **Limits of Insurance:**

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.

## SAMPLE CONTRACT (page 5)

- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

### **Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

### **Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

## ARTICLE IV WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

## ARTICLE V GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by



**SAMPLE CONTRACT (page 6)**

anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI  
AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

**INTENTIONALLY LEFT BLANK**

**SAMPLE CONTRACT (page 7)**

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

This \_\_\_\_ day of \_\_\_\_\_, 2020.

**COMPANY NAME**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

\_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

Attest:

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

**CONTRACT NO. NUMBER**

COMMISSION APPROVAL DATE:  
  
\_\_\_\_\_